

# Terms and Conditions

## Cupid Media Affiliate Program

Please read the following Agreement *carefully* before subscribing to the Cupid Media Affiliate Program. Your acceptance of these terms in accordance with the procedures set out in this Agreement indicates your intention to be bound by this Agreement

---

### 1. Background

- (a) Cupid Media Pty Ltd ACN 104 844 564 (**Cupid Media**) provides the Cupid Media Services to customers from the CM Sites.
  - (b) You have requested access to Link to one or more of the CM Sites.
  - (c) By completing and submitting an Application to Cupid Media, you are evidencing your intention to enter into this Agreement and to be legally bound by its terms.
  - (d) To the extent of any inconsistencies, the terms of this Agreement take priority over all other documentation and materials provided by Cupid Media to you regarding the Affiliate Program.
- 

### 2. Term and Termination

This Agreement commences on the Commencement Date and continues until terminated by either party in accordance with this Agreement.

---

### 3. Application

- (a) Cupid Media reserves the Right to refuse your Application for the Right to Link to the CM Sites after you have accepted the terms and conditions of this Agreement. Without limitation, Cupid Media may refuse your Application if your website is deemed by Cupid Media to be unsuitable because, in Cupid Media's opinion, it:
  - (i) contains, promotes or links to sexually explicit material or violent material or promotes adult services such as phone sex or escort services;
  - (ii) contains, promotes or links to material containing explicit, vulgar or obscene language;
  - (iii) promotes, depicts or links the material that promotes or depicts discrimination based on race, gender, religion, national origin, physical or mental disability, AIDS, sexual orientation or any questionable or controversial subject matter;
  - (iv) promotes, depicts or links the material that defames, abuses or threatens physical harm to others or to you;
  - (v) contains unlawful material, including but not limited to materials that may violate another's intellectual property rights, or links to a website that contains such material;
  - (vi) contains information regarding, or promotes or links to a website that provides information or promotes illegal activity or investment, money making opportunities or advice not permitted under law;

- (vii) contains information or content that is irrelevant to the content and services provided by Cupid Media;
  - (viii) under construction or inactive, or otherwise of a poor quality or design;
  - (ix) contains any spoofing or trafficking from adult related websites in an effort to gain traffic; and
  - (x) for any other reason that is deemed by Cupid Media to be unsuitable.
- (b) You agree that, if Cupid Media accepts your Application, such Application is deemed to be part of and included in the terms and conditions of this Agreement.
- 

## **4. Provision and Use of Link**

### **4.1 Provision**

Upon Cupid Media's acceptance of your Application, Cupid Media will provide you with a Link. The Link will contain the HTML code to enable you to connect your website to the CM Sites and in particular, those web pages containing Cupid Media Services.

### **4.2 Promotion of Affiliate Relationship**

Cupid Media will make available to you the Link necessary for you to promote and offer the Cupid Media Services which, subject to sub-clause 4.3 of this Agreement, you may display as often and in as many areas on your website as you require. The Link will serve to identify your website as a member of the Affiliate Program and will establish an internet link from your website to the CM Sites.

### **4.3 Utilisation of Link**

In utilising the Link, you agree that:

- (a) you will co-operate fully with Cupid Media in order to establish and maintain the Link;
- (a) you will display in your website only those graphic images provided to you by Cupid Media indicating the Link and you will substitute such images with any new images provided by Cupid Media from time to time throughout the Term of this Agreement;
- (b) you shall display the Link prominently in relevant sections of your website and if directed by Cupid Media in those positions as requested by Cupid Media at its sole discretion from time to time; and
- (c) all Links may be modified or extended from time to time throughout the Term of this Agreement.

### **4.4 Connection**

You agree that you will make all reasonable efforts to maintain the access route and interconnection between your website and the CM Sites via the Link.

---

## **5. Cupid Media's responsibilities**

Cupid Media will endeavour to:

- (a) process each application for Cupid Media Services placed by a customer via the Link;

- (b) monitor and record the number and amount of Sales generated via the Link from your website; and
  - (c) provide you access to the Secure Web Page upon Cupid Media accepting you into the Affiliate Program.
- 

## **6. Your Obligations**

### **6.1 Covenants**

You covenant and agree that:

- (a) Cupid Media may at its discretion and at any time, require you to disconnect the Link, stopping the access and use of the CM Sites if:
  - (i) in the opinion of Cupid Media, the Link is or has been the cause or is likely to be the cause of failures, interruptions, errors or defects to the CM Sites;
  - (ii) you breach any policy implemented by Cupid Media from time to time regarding the use of Links or content; or
  - (iii) through your websites or through other omissions or actions, you bring Cupid Media or its associates into disrepute or promote any form of slander, racism or unfair business practices,and that all outstanding commissions will be forfeited by you if the Link is disconnected pursuant to this clause;
- (b) you shall be responsible for all maintenance of the Link including but not limited to your software and hardware that operate the Link;
- (c) you shall not use the Link in a manner inconsistent with this Agreement;
- (d) where you have created an account with Cupid Media as part of being an Affiliate, you will maintain the security of that account and will not disclose any password to any person, or otherwise permit unauthorised persons to access your account. You agree that you are principally responsible for all activity that takes place on your account; and
- (e) Cupid Media has no responsibility to provide training in the use of the Link pursuant to this Agreement.

### **6.2 Misleading or Fraudulent Conduct**

- (a) You must use the Link and the CM Sites in a manner that does not mislead any customers.
- (b) If you are found to have acted fraudulently by (without limitation):
  - (i) falsely inflating your Sales rate; or
  - (ii) using fake redirects, automated software or fraud to generate the Sales,then you shall forfeit your entire Commission which remains outstanding (if any) and this Agreement will be immediately terminated.
- (c) It is your obligation to prove to Cupid Media that you are not committing fraud or acting fraudulently.

### **6.3 Compliance**

- (a) Your continuing compliance with the terms of this Agreement is a condition of continuing to use the Link. Cupid Media reserves the Right to review and audit your website and advertising practices from time to time to ensure continued compliance with this Agreement.
- (b) If Cupid Media considers that you are not complying with the terms of this Agreement then Cupid Media reserves the Right to terminate this Agreement without notice.
- (c) You agree that you must comply with the Affiliate Program Restrictions set out in Schedule 2 of this Agreement.

---

## **7. Use of the Affiliate Program and Link**

### **7.1 Complying with Directions**

Throughout the Term of this Agreement, you shall comply with all reasonable directions that Cupid Media may issue in its discretion from time to time concerning the Link.

### **7.2 Proper Use**

You shall ensure that the Link is not used for engaging in disruptive activities which may include, but is not limited to, the circulation of any unsolicited publicity or advertising material, propagation of computer worms and viruses, the sending of harassing, obscene, offensive or threatening electronic mail, forgery of electronic mail, the placement or transmission or storage of any defamatory or pornographic material on the internet, posting to non-commercial newsgroups, cross-posting to multiple newsgroups at once, and advertising in any way that effectively conceals or misrepresents your identity, domain name or return email address.

### **7.3 Prohibited Use**

- (a) You will not send any Spam which promotes, or makes reference to Cupid Media, or any of its associated companies, partners, or employees. You will not cause advertisements to be posted to non-commercial news groups. You will not cross-post to multiple news groups at once. You will not advertise in any way which conceals or misrepresents your identity, your domain name or your return email address. Cupid Media reserves the Right to suspend, terminate or take any other action at its own discretion if you are found to have engaged in any form of Spam.
- (b) You agree, while engaging in marketing and promotional activities of any of Cupid Media's Services to comply with any applicable laws or regulations which apply to the marketing and promotion of Cupid Media's Services. Cupid Media reserves the Right to terminate this Agreement in addition to seeking monetary compensation for any loss or damage incurred in rectifying any breach by you of any applicable laws or regulations which apply to the marketing and promotion of Cupid Media's Services.
- (c) You may not offer to any potential customers any consideration or incentives to subscribe as a customer on a CM Site. You are solely responsible for publishing only current pricing for Cupid Media's Service. Further, you will not use or include any intervening windows, redirects, advertising, or webpages including but not limited to pop-up or pop-under windows to promote Cupid Media, Cupid Media Services or CM Sites.

#### **7.4 Illegal Use**

You will not use, nor permit any other party to use, the Link for any purpose or activity of an illegal or fraudulent nature. You will not use the Link to contribute to or aid the commission of a crime or to infringe the Rights of a third party.

#### **7.5 Terminating Event**

If Cupid Media considers on reasonable grounds that you have breached your Obligations in this clause, Cupid Media may terminate your access to the CM Sites through the Link without notice to you or take any other action deemed appropriate by Cupid Media from time to time, and all outstanding commissions will be forfeited by you.

---

### **8. Intellectual Property**

#### **8.1 Licence**

As from the Commencement Date and for the duration of this Agreement Cupid Media grants you a non-exclusive, non-transferable, revocable Right:

- (a) to access the CM Sites through the Link solely in accordance with the terms of this Agreement; and
- (b) to use Cupid Media's logos, trade marks, business name and similar identifying material relating to Cupid Media (**Licence Materials**) for the sole purpose of establishing the Link to the CM Sites so users of your website can purchase Cupid Media's Services. You shall not alter, modify or change the Licence Materials in anyway.

#### **8.2 Restrictions on Licence**

- (a) You may not distribute, transfer, sublicense or otherwise use the Licence Materials in any manner other than specifically authorised in this Agreement.
- (b) You may not promote Cupid Media on any of your related websites without the prior written consent of Cupid Media, which consent may be withheld at Cupid Media's sole discretion.

#### **8.3 Use of Licence Materials**

Other than establishing the Link from your website to the CM Sites, you must not make any use of the Licence Materials without first obtaining Cupid Media's prior written consent. You must not use the Licence Materials in any manner that would affect the reputation of Cupid Media.

#### **8.4 Your Intellectual Property**

You grant to Cupid Media a non-exclusive licence to utilise your company name and logo and any other associated Intellectual Property Rights, to advertise, market, promote and publicise in any manner your participation in the Affiliate Program. Cupid Media however, is not obliged in any way to be required to advertise, market, promote or publicise you.

#### **8.5 Infringement of Intellectual Property**

- (a) You will not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information, data, images, programs, or other Intellectual Property supplied to you by Cupid Media in relation to the Affiliate Program including creating a website or a webpage without the prior written consent of Cupid Media, which consent may be withheld at Cupid Media's sole discretion.

- (b) You agree not to register a domain name using the term "Cupid Media" or "Cupid" or any other domain name whether used alone or in combination with other words which is likely to be confused with a Cupid Media domain name. You are also prohibited from registering a trademark which is similar to or is likely to be confused with any trademark of Cupid Media.
- (c) Cupid Media shall have the sole discretion to determine if the material is confusing and may require the removal or redesign of the offending webpage, website, domain name or trade mark.

## **8.6 Notice of Infringement**

You must as soon as practicable notify Cupid Media immediately upon becoming aware of any infringement of Cupid Media's Intellectual Property Rights as they relate to the Licence Materials.

---

## **9. Availability of Cupid Media's Web Site**

### **9.1 Operation**

Cupid Media shall use all reasonable endeavours to provide access to the CM Sites and provide your customers with access to the Cupid Media Services on a continuous basis during the term of this Agreement subject to the following:

- (a) the malfunction or breakdown of any of Cupid Media's equipment;
- (b) electrical storm, electrical short circuit, power failure, telecommunications failure or fault; or
- (c) industrial dispute or any other cause beyond the control of Cupid Media.

### **9.2 No Claim**

No Claim shall lie against Cupid Media in respect of any loss of access or functionality to your website after a customer has attempted to access the CM Sites through the Link on your website.

---

## **10. Commission**

### **10.1 Commission for initial referral**

Cupid Media will pay you the Commission in Item 1 of the Schedule for the initial Sale (as defined in clause 10.2) to each customer who purchases Cupid Media Services from the Link from your website.

### **10.2 Sales**

A Sale occurs when:

- (a) a customer purchases, via the Link from your website, a premium subscription to use Cupid Media Services through one or more of the CM Sites; and
- (b) the customer remits payment in full to Cupid Media.

### **10.3 Monitoring Sales**

- (a) Cupid Media may utilize, and may require that you utilize, third party software products to track and record Sales.

- (b) Cupid Media will, in accordance with standard business practices, retain records of all Sales made by you, as well as payments of Commission made to you through any payment provider.

#### **10.4 Minimum Performance**

If during a Period, the total value of your Commissions do not exceed the Minimum Amount, then you shall not be entitled to receive any Commission during that applicable Period. Subject to this sub-clause, you will be paid Commission within 30 days of the end of each Period provided that your aggregate unpaid Commission exceeds the Minimum Amount. At such time, you will also be paid all previously earned and unpaid Commission which has been withheld in respect of any prior Period.

#### **10.5 Method of Payment of Commission**

- (a) Payment will be made using a payment service provider nominated by Cupid Media (for example, PayPal) and will be calculated and paid in US dollars.
- (b) Cupid Media are not responsible for paying interest on Commission which have accrued but has not yet been paid.
- (c) Cupid Media reserve the right to change the manner in which Commission is paid to you at any time and at its discretion.

#### **10.6 Reports of Sales**

Cupid Media shall make available a Secure Web Page for you to access to monitor your Sales. You shall use your Log In to access the Secure Web Page. Cupid Media will use its reasonable endeavours to update your sales statistics on a real time basis.

#### **10.7 Bank Charges**

You acknowledge and agree that Cupid Media is not liable for any bank charges or bank costs incurred by you as a result of Cupid Media paying Commission (if any) to you pursuant to this Agreement. Cupid Media reserves the right to alter or change the method by which it pays your Commission at any time.

#### **10.8 Credit Card Fraud, Charge-Backs and Bad Debt**

You are only eligible to earn Commission on Sales occurring during the Term, and Cupid Media reserves the Right to exclude those amounts from your Commission due to credit card fraud, charge-backs, bad debts and credits for cancelled Cupid Media Services. Cupid Media reserves the Right to withhold the payment of your Commission or a portion thereof for a reasonable time to ensure that the correct amount is paid.

---

### **11. Policies and Pricing**

#### **11.1 Cupid Media Polices Apply**

Customers who buy Cupid Media Services through the Affiliate Program will be deemed to be customers of Cupid Media, and Cupid Media will be solely responsible for processing all orders for product orders received through the Link. All Cupid Media rules, policies, and operating procedures concerning customer applications, customer services and sales of Cupid Media Services, will apply to those customers. Cupid Media may change its policies and operating procedures at any time in its sole discretion.

### **11.2 Orders May Be Rejected**

We reserve the Right to reject any orders that do not comply with our policies and operating procedures.

---

## **12. Propagation of Material**

You shall not create, publish, distribute or permit any material, written or otherwise that makes reference to Cupid Media without first submitting such material to Cupid Media for its prior written consent which Cupid Media agrees shall not be unreasonably withheld.

---

## **13. Liability**

### **13.1 No Liability**

Cupid Media shall not be liable to you in contract or in tort arising out of, or in connection with, or relating to, the use of the Link or any breach of the conditions of this Agreement or any fact, matter or thing relating to the Link, including any representations made by you which contradict our policies and operating procedures.

### **13.2 Indemnity**

You hereby indemnify and hold Cupid Media harmless from all Claims:

- (a) relating to the development, operation, maintenance and contents of any and all websites from which the CM Sites may be accessed under this Agreement using the Link;
- (b) by any Customer relating to your Linking to the CM Sites, or the content displayed on your website;
- (c) made by any third party against Cupid Media that you have infringed the Intellectual Property Rights of that third party;
- (d) arising from your breach of this Agreement or failure to comply with any policy implemented by Cupid Media; and
- (e) relating to or arising from your breach of any law or regulation imposed by any government or supervisory authority.

### **13.3 Consequential Loss**

Cupid Media shall not be liable to you in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of goods or services supplied pursuant to this Agreement or in respect of a failure or omission on part of Cupid Media to comply with its Obligations under this Agreement.

### **13.4 Implied Terms**

Subject to sub-clause **Error! Reference source not found.**, any condition or warranty which would otherwise be implied in this Agreement is hereby excluded.

### **13.5 Consumer Guarantees**

Where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of all exercise of all liability under such condition of warranty, the condition or warranty shall be deemed to be



included in this Agreement. However, the liability of Cupid Media for any breach of such condition or warranty shall be limited, at the option of Cupid Media to one or more of the following:

- (a) if the breach relates to goods:
  - (i) the replacement of the goods or the supply of equivalent goods; or
  - (ii) the repair of such goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; (iv) or the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services:
  - (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

---

## **14. Termination**

### **14.1 Termination Generally**

- (a) Cupid Media may terminate this Agreement immediately if you become insolvent, have a receiver, manager, administrator or liquidator appointed, or appear likely to do so, or if you have breached any of the terms of this Agreement.
- (b) Cupid Media may terminate this Agreement at its discretion upon the provision to you of seven days' notice.

### **14.2 Termination of Inactive Link**

If the Link is inactive for a period of sixty (60) days, Cupid Media may terminate your access to the CM website through the Link without notice to you or take action deemed appropriate by Cupid Media from time to time.

### **14.3 Termination by You**

- (a) You may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to Cupid Media.
- (b) If you terminate this Agreement pursuant to this clause during the Term, Cupid Media shall not be liable to pay you for any Commission you may have accumulated for the sixty (60) day period immediately prior to your notice, or for the notice period.
- (c) You must, within one (1) business day of the termination or expiration of this Agreement, remove the Link or Links established under this Agreement and discontinue the use of the Licence Materials.

### **14.4 Effect of Termination**

If Cupid Media terminates this Agreement under clause 14.1(a) all outstanding Commission payable to you at the time of termination will be forfeited. Subject to this clause, any termination of the Agreement shall not affect any accrued Rights or liabilities of either party, nor shall it effect any provision of this Agreement which is expressly or by implication intended to continue in force after such termination.

---

## **15. Assignment**

### **15.1 Assignment by You**

You are not entitled to assign your Rights or Obligations under this Agreement without the prior written consent of Cupid Media which consent may be given or withheld or given on conditions, in the absolute discretion of Cupid Media.

### **15.2 Assignment by Cupid Media**

Cupid Media can assign or novate its Rights and Obligations under this Agreement at its absolute and unfettered discretion without the consent of you and upon such assignment shall have no further liability whatsoever to you pursuant to this Agreement. You consent to the disclosure of any confidential information that you have provided to Cupid Media as part of that assignment or novation.

### **15.3 Continuation of Liabilities**

After an assignment by you only:

- (a) you remain principally liable jointly and severally with the assignee for the performance and observance of all Obligations assigned to the assignee; and
- (b) you shall procure the assignee to enter into a Deed into which the assignee covenants to be bound by this Agreement, including (without limitation) this clause.

---

## **16. General**

### **16.1 Warranty of Authority**

Each party signing this Agreement warrants to the other party, as at the date of signing, that the signatory has the full power and authority to execute this Agreement on behalf of that party.

### **16.2 Notices**

The parties agree that:

- (a) any notice authorised or required to be given to any party shall be sufficiently given by leaving it or posting it by prepaid post, facsimile or by electronic mail addressed to Cupid Media and you as set out in the Application or to the address last notified;
- (b) in a case of a notice to the members of a company the notice shall be sufficiently given by leaving it or posting it by prepaid post at the premises of Cupid Media or its registered office; and
- (c) any letters sent by post shall be deemed to have been received in the ordinary course of post.

### **16.3 Jurisdiction**

This Agreement is governed by and shall be construed in accordance with the laws from time to time in force in the State of Queensland, Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland, Australia.

#### 16.4 Validity

The provisions of this Agreement shall be constructed so as not to infringe the provisions of any applicable Act or Regulation or be void, invalid or unenforceable at law or in equity, but if any provision on its true interpretation does infringe any applicable Act or Regulation or is void, invalid or unenforceable at law or in equity then that provision shall be read down to such extent as may be necessary to ensure that it does not so infringe or is not void, invalid or unenforceable and as may be reasonable in all the circumstances so as to give such provisions a valid operation of a partial character and in the event that the infringing provision cannot be so read down it shall be deemed to be void and severable from this Agreement.

#### 16.5 Counterparts

This Agreement may be signed or executed in a number of counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument. Facsimile

copies of this Agreement shall be treated as originals and signatures on facsimile copies deemed to be original and binding.

#### 16.6 Variation

We may vary any of the terms and conditions in this Agreement at any time and at our sole discretion by notifying you by email. If any variation is unacceptable to you, you may terminate this Agreement pursuant to clause 14.3. Your continued participation in the program following notification of our new Agreement will constitute binding acceptance of the variation.

#### 16.7 Waiver

The non-exercise of or delay in exercising a Right of a party shall not operate as a waiver of that Right, nor does a single exercise of a Right preclude another exercise of it or the exercise of other Rights. A Right may only be waived by notice, signed by the party (or its authorised representative) to be bound by the waiver.

---

### 17. Definitions

In this Agreement unless the contrary intention appears:

**Affiliate Program** means the program to pay Commission to you for the Sale of Cupid Media's Services.

**Application** means the application form completed by you to establish the Link which shall also form part of this Agreement.

**Claim** means, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, Right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent.

**Commencement Date** means the date that Cupid Media notifies you of its acceptance of your Application.

**Commission** means the amount specified in Item 1 of the Schedule.

**Confidential Information** means all the information relating to the Link and Cupid Media including but not limited to information in relation to the internal organisation and architecture of the Link and Cupid Media.

**Cupid Media Services** means the interactive dating sites operated by Cupid Media from a network of database-driven websites described as the CM Sites.

**CM Sites** means the websites owned and operated by Cupid Media and the associated network of websites containing dating sites offering Cupid Media Services.

**Intellectual Property Rights** means

- (a) jointly and severally any Rights as they relate to the Confidential Information, the copyright, the design rights, the trade mark rights, the patent rights, the eligible layout rights, the improvements, and the future Rights;
- (b) all other Rights resulting from intellectual property in the industrial, scientific, literary or artistic field; the subclause (a),

and Intellectual Property shall have the same meaning.

**Link** means a text link or link from a graphic image provided by Cupid Media after it accepts your Application which may change from time to time (subject to Cupid Media's sole discretion).

**Log-In** means the password to be used by you, when you access the Secure Web Page. Cupid Media reserves the right to ask you to reset or alter your Log-In at any time.

**Minimum Amount** means that amount in Item 2 of the Schedule or as specified by Cupid Media from time to time as the minimum amount required for Cupid Media to be required to pay the Commission to you.

**Obligation** means any legal, equitable, contractual, statutory or other Obligation, Agreement, covenant, commitment, duty, undertaking or liability.

**Period** means each quarter of a calendar year starting in January.

**Right** includes a legal, equitable, contractual, statutory or other Right, power, authority, benefit, privilege, remedy, discretion or cause of action (and "Rights" shall have the same meaning).

**Sales** means a customer purchasing a premium subscription to use the Cupid Media Services through one or more of the CM Sites through the Link from your website.

**Secure Web Page** includes a legal, equitable, contractual, statutory or other Right, power, authority, benefit, privilege, remedy, discretion or cause of action (and "Rights" shall have the same meaning).

**Spam** means the use of electronic messaging systems to send unsolicited bulk messages;

**Term** means the period from the Commencement Date until this Agreement is terminated pursuant to this Agreement.

---

**Schedule 1**                      **Reference Schedule**

---

<b>Item 1.</b>	<b>Commission</b>	75% on initial sale
----------------	-------------------	---------------------

---

<b>Item 2.</b>	<b>Minimum Amount</b>	USD 25
----------------	-----------------------	--------

---

---

## Schedule 2                      Affiliate Program Restrictions

### 1.        **Background**

- (a)        As an affiliate of Cupid Media, it is important that you understand the marketing restrictions Cupid Media has in place for the Affiliate Program. These are designed not just to protect Cupid Media and our customers, but also to create a fair environment for all affiliates in the Cupid Media.
- (b)        Without limiting any of its rights at law or under this Agreement, if you fail to adhere to the restrictions set out in this Agreement, Cupid Media may at its discretion:
  - (i)            cancel your Commissions;
  - (ii)           suspend or terminate any account that you have created in order to participate in the Affiliate Program; and
  - (iii)          terminate this Agreement.

### 2.        **Promotional Methods**

#### 2.1       **No Direct Linking from Paid Advertising**

If you are using paid advertising (PPC, Facebook Ads, POF ads etc) of any type, you cannot send the user directly to CM Sites. A landing page or website, owned by you, must be used.

#### 2.2       **No Incentivized Traffic**

Users you refer to Cupid Media cannot be given incentives to convert including, but not limited to, cash or monetary rewards, loyalty points or gifts.

#### 2.3       **No Adult Traffic**

Cupid Media do not permit traffic from any sites that are of an adult or overtly sexual nature including, but not limited to: pornographic sites, adult video sites, "hook up" or adult dating sites and sites that promote adult orientated products or services.

#### 2.4       **Restricted Keywords for Paid Advertising**

If you are using paid advertising, for example Google AdWords, you may not bid on Cupid Media's restricted keyword list set out in clause 4 of this Schedule (**Restricted Keywords**), or use them in your advertising copy. The list includes Cupid Media's brand names and website addresses. Variations and misspellings are also prohibited. The restricted keywords should be used as negative keywords.

#### 2.5       **Restricted Keywords for Domains**

You may not use Restricted Keywords, variations or misspellings in your domain name. For example; thailovelink.com, thailovelinksreview.com, thailovelinks.at

#### 2.6       **No Pop Up / Pop Under Traffic**

Cupid Media does not allow affiliates to promote our sites through pop ups or pop under banner advertisements, also commonly known as PPV and bought through companies like Traffic Vance and Lead Impact.

## **2.7 No Adware / Spyware / Toolbar Traffic**

Affiliates must not use any adware software, browser helper object or toolbar to promote our offers.

## **2.8 No Illegal Content**

Cupid Media may not place our affiliate links on any site that promotes illegal content or infringes on the legal rights of others.

## **2.9 No SMS/MMS Traffic**

Cupid Media does not allow CM Sites to be promoted by SMS or MMS methods.

## **2.10 No Classifieds or Chat Room Traffic**

You may not post your affiliate links in classified sites (Gumtree, Craigslist) or in chat rooms that you do not own.

## **2.11 No Cookie Stuffing / Cookie Dropping**

You may not use cookie stuffing or cookie dropping techniques. A cookie may only be placed when a user manually clicks on a link, on a website that you own, and goes to a CM Site.

## **3. Other Restrictions**

### **3.1 No Framing**

You may not frame CM Sites inside another site for any purpose.

### **3.2 No Unauthorized Creatives**

You may not use custom creatives (banners, gifs, flash animations) without the express permission of Cupid Media. You cannot use member photos or member profile information to promote Cupid Media offers.

### **3.3 No Misleading or Inaccurate Claims**

You must not use inaccurate or misleading statements or claims when promoting Cupid Media affiliate offers. Your advertising materials, including imagery should be in line with the Cupid Media brand.

## **4. Restricted Keyword List**

The Restricted Keywords are those words as set out in the table below. We reserve the right to modify and expand the Restricted Keywords at our sole discretion.

AfroIntroductions	HongKongCupid	Korean Cupid
AussieCupid	IndianCupid	Latin American Cupid
BBWCupid	IndonesianCupid	Malaysian Cupid
BlackCupid	InternationalCupid	Mexican Cupid
BrazilCupid	InterracialCupid	Military Cupid
CaribbeanCupid	IranianSinglesConnection	Muslima

ChineseLoveLinks	JapanCupid	Pink Cupid
ChristianCupid	KenyanCupid	Russian Cupid
ColombianCupid	KoreanCupid	Singapore Love Links
DominicanCupid	LatinAmericanCupid	Single Parent Love
FilipinoCupid	MalaysianCupid	South African Cupid
GayCupid	MexicanCupid	Thai Love Links
UkraineDate	MilitaryCupid	Ukraine Date
VietnamCupid	Muslima	Vietnam Cupid
Afro Introductions	PinkCupid	Cupid Media
Asian Dating	RussianCupid	<b>CupidMedia</b>
Aussie Cupid	SingaporeLoveLinks	Dominican Cupid
BBW Cupid	SingleParentLove	Filipino Cupid
Black Cupid	SouthAfricanCupid	Gay Cupid
Brazil Cupid	ThaiLoveLinks	Hong Kong Cupid
Caribbean Cupid	Christian Cupid	Indian Cupid
Chinese Love Links	Colombian Cupid	Indonesian Cupid
Japan Cupid	Iranian Singles Connection	International Cupid
Kenyan Cupid		Interracial Cupid