



TangoWire Partner Agreement

This agreement describes the entire terms and conditions for participation in the TangoWire Partner Program. In this agreement, the term "Partner" refers to you. Wherever the agreement refers to "you" or "your", it means "the Partner"; "we" or "our" refer to TangoWire. The TangoWire Partner Program is herein referred to as "Program."

You must register a domain name with a globally recognized and authorized registrar. You must then set the domain name's DNS server settings to TangoWire's DNS servers (as explained within our help pages). Once accomplished, the domain name and its functionality, encompassing the TangoWire Web site pages and functionality solely designed by TangoWire, will be referred to as "TangoWire Partner Pages".

QUALIFICATIONS FOR ACCEPTANCE

In order to be accepted into the Partner Program and to remain a partner, you must meet ALL of the following requirements:

1. Any partner who owns or operates a site which displays any of the following content is ineligible to join the network and shall be immediately removed from the TangoWire Partner Program, in TangoWire's sole and absolute discretion:
 - Sites which promote sexually explicit material.
 - Sites which promote violence.
 - Sites which promote discrimination based on race, sex, religion, national origin, physical or mental disability, sexual orientation or age.
 - Sites which promote illegal activities, including hacking, wares (warez), or instructions regarding anything illegal, unethical, etc.
 - Sites which contain defamatory, libelous, harmful material or otherwise infringe upon the rights of any third parties.
 - Sites which are inconsistent with TangoWire's policies and/or practices.
 - Sites which produce pop-up or pop-under advertisements or any other unethical or disrupting functionalities.
2. You must be at least 18 years old (or older if required in your local jurisdiction).
3. You must have a mailing address (no P.O. Boxes).
4. You must have your own suitable domain name to host your dating site.
5. You must, if doing business or residing in the U.S., provide a valid U.S. Tax Identification number, as required by federal, state, and local laws.
6. You must not be a relative, spouse, or associate of another individual, within the same household or same company address, which is already enrolled as a partner.
7. You promise to promote the Program in an ethical way and in full compliance with the terms and conditions contained in this agreement and within the standards of the affiliate marketing industry.
8. Each site must generate revenue in any and every ninety (90) day period or may be subject to removal from the TangoWire network.



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ENROLLMENT IN THE PROGRAM

To begin the enrollment process, you must first read and acknowledge your acceptance of this agreement, then submit a completed enrollment form via our site. If we reject your enrollment into our program, during or after your enrollment submission, we may or may not inform you of the rejection. A rejection of any partner enrollment is at the sole and absolute discretion of TangoWire.

TangoWire reserves the right to do business with whoever it chooses.

MULTIPLE ENROLLMENTS OR PARTNERS AT SAME ADDRESS

It is not permissible to enroll in our Partner Program multiple times. Only one individual or company residing or doing business at a physical address is permitted to enroll in our Partner Program. Commission checks must not be payable to any other individual or company which is enrolled as a partner or affiliate at this or any site represented, engineered, or hosted by TangoWire. Any partner found attempting to circumvent our processes or attempting to engineer methods, with or without the participation of third-parties, which would enable the Partner to obtain a higher or different commission percentage, reward, or benefit, than that being offered by our program, will be deleted, met with strict legal action, and this agreement will be cancelled.

CONTACTING TANGOWIRE

TangoWire is located at the following address: 601 Union Street, Suite 1601 Seattle, WA 98101 U.S.A. Our e-mail address for partner support is: Partners@TangoWire.com. We make every effort to answer partner requests in a timely fashion and with accurate detail, yet, from time to time, information provided by our customer service representatives may be unintentionally inaccurate. Responses to partner questions or requests via e-mail do not constitute any contractual arrangements between TangoWire and the Partner, nor do they alter or supersede this Agreement. Any correspondence from the partner to any staff member at TangoWire, which is considered rude, defamatory, vulgar, or unprofessional, may be grounds for cancellation of this agreement. To ensure partner privacy, only e-mail correspondence received from the e-mail address, which you provide during your partner enrollment, will be answered with any information relative to your partner records.

PRIVACY POLICY

We respect the privacy of our visitors, subscribers, customers, and partners. TangoWire does not share, sell, or distribute any identifiable partner information to any companies, individuals, or entities outside of our corporate facilities, unless this information is used to verify and complete an optional purchase on our site. Likewise, TangoWire does not share, sell, or distribute any identifiable member information to its partners, unless used to verify and complete an optional purchase on our site.

By accepting this agreement you hereby grant us the right to send you e-mail messages for the purpose of informing you of changes to the Program, features concerning the Partner Program's functionality (usually set by you), or other legitimate Program connected reasons. Your continued participation in the Program will constitute your acceptance of any such e-



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mail messages. Failure to provide TangoWire with an updated and valid e-mail address, belonging to you and used by you to regularly collect e-mail messages, may result in your termination from the Program.

As part of the Program you will create a password which will be necessary to access reporting, site setup features, and to change your contact information. It is your responsibility to maintain secrecy and control of this password so that others cannot gain access to, or change, your personal information. TangoWire cannot be held responsible for any loss of information or incorrect sending of payments if you fail to protect your information.

To ensure partner privacy, only e-mail correspondence received from the e-mail address, which you provide during your partner enrollment, will be answered with any information relative to your partner records.

SPAM POLICY

Spam, for the purposes of this agreement, shall be defined as unsolicited commercial e-mail messages sent to third parties with whom you have no existing relationship or permission to send e-mail messages for the purpose of promoting or generating business or traffic, promoting any idea, harassing anyone for any reason, etc., especially but not limited to being distributed via bulk e-mail. This includes posting in newsgroups, forums, chat rooms, etc., where they do not specifically allow commercial posts.

We have a zero tolerance for spam. If you are not sure if something constitutes spam, do not do it. Any partner caught using spam to promote their Web site hosted or operated by TangoWire, the TangoWire Partner Program, or participation therein, may be grounds for termination for cause. We will not use spam in the promotion of our business.

PREDATORY ADVERTISING

Predatory advertising is defined as any method invented to generate traffic from a web site without that web site owner's expressed permission. TangoWire will NEVER use any such advertising method, whether now in existence or created in the future. In addition, partners are forbidden to use such methods. Any use whatsoever will result in your partnership being terminated for cause.

PROPER USE OF SITE, GOODS, AND SERVICES

You may not use your TangoWire site for the purpose of commissioning your own membership site and no premium membership benefits or goods are included in this partner relationship.

You may not use your TangoWire site for the purpose of selling, distributing, or conveying goods or services not directly inventoried, distributed by, sold, or directly offered by TangoWire without TangoWire's express written approval. You may not use TangoWire as a



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source for stocking your own inventory of goods or services for any point of sale not created by TangoWire and for the purpose of selling directly to the end-consumer.

SITE DESIGN AND FUNCTIONALITY

TangoWire is solely responsible for any and all content contained within its Web pages, including the TangoWire Partner Pages. You do not have the authority or the right to alter or copy any portion of the TangoWire site or the TangoWire Partner Pages, for commercial, personal, or any other purpose. You do not have the right to embed, control, or electronically post to any content or pages on the TangoWire site or TangoWire Partner Pages.

The TangoWire Partner Pages are programmed and developed exclusively by TangoWire, its agents, vendors, and staff. This Agreement does not entitle you to alter the site's program code, content, or technology platform, other than content and images uploaded via functionality created for specific purposes (i.e.; site logos, etc.).

SALES, COMMISSIONS, AND PERCENTAGES

Referred members are defined as members who first became a member by registering at a TangoWire site setup by you, whose domain name is in your control at the time the member registers. Because of the nature and vastness of the TangoWire network of sites, members purchasing any goods or services, regardless of the TangoWire site they are currently using, will produce applicable sales commissions for the partner who created the TangoWire site at which the member registered, as long as the member does not transfer their membership, by their request and option, to a site created by any other partner.

You will earn commissions on the gross receipts as a referral fee on all new and renewal premium membership products, for the life of the member, as long as this Agreement is in force. The commission amount is based on the prior thirty (30) days of Premium Member sales on all sites associated with your partnership, according to the following scale:

30 Day Sales All Sites	Commission on Initial Purchase	Commission on Renewal Purchase
\$0+	50%	30%
\$1,000+	55%	30%
\$3,000+	60%	30%
\$6,000+	65%	30%
\$15,000+	70%	30%

In addition, products, other than premium memberships, may earn a sales commission at a percentage of the product pricing and set solely by TangoWire, individually for each product. Not all products sold via a partner site, other than premium memberships, will earn the same sales commission percentage, if any. While the partner may set the sales price for individual products, other than premium memberships, and if allowed by TangoWire, maximum and minimum allowed product pricing will be set solely by TangoWire.



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REFUNDS, CHARGEBACKS, AND FRAUDULENT SALES

If receipts for any goods or services sold are later refunded to the customer, charged back by the customer, a customer's check is returned for any reason, or if a payment is found or suspected to be fraudulent, any commissions paid to any partners concerning the sale will be deducted from the partners' due commissions and may be deducted from the partners' next payment. TangoWire reserves the right to terminate any partner whose site(s) generate an unacceptable number of refunds, chargebacks, returned checks, or fraudulent sales, at our discretion.

PARTNER COMMISSION CHECKS AND PAYMENTS

TangoWire will send you a check on, or before, the last business day of each month for commissions earned in the prior month. THERE IS A \$100 MINIMUM PAYMENT REQUIREMENT, so you will receive a check every month in which you have earned at least \$100 in commissions the prior month. Any refunds, returns, etc. occurring after payment will most likely be deducted from the check following such adjustment. In the event you do not have referral fees sufficient to cover said adjustments you agree to refund to us any overages within thirty (30) days of our written request to do so.

Ample time must be given for TangoWire to sign, validate, seal, and mail partner commission checks. A two-week allowance sometimes must be given to accommodate holidays, individual or fiscal audits.

All commissions will be paid in U.S. dollars. There will be no charge for issuing checks.

TIME LIMITATION FOR COMMISSION PAYMENTS

All checks, wired funds, or electronic payments sent to the Partner must be accepted and deposited within three (3) months from their issue date. If funds are not accepted and deposited within three (3) months from their issue date, the funds will be reclaimed, applicable checks voided, and the payable commissions respective to the payment will no longer be payable to the partner.

LOST, STOLEN, OR DESTROYED COMMISSION CHECKS

It is the responsibility of the Partner to request a check be reissued if it is lost, stolen or destroyed, in writing, within ninety (90) days of funds issue date. This written request must contain as much information as possible to help resolve the check's inability to be deposited and thirty (30) days, beyond the date of issue, must first be given before a request for replacement is made. While the TangoWire accounting staff will do its best to reissue lost, stolen, or destroyed checks, obligation to replace the check in a timely manner set forth by the Partner will be considered unreasonable.

For lost, stolen or destroyed checks, TangoWire may opt to include any unpaid commissions, originally accounted for with the check in question, on the next payable commission check due.

Reporting lost, stolen or destroyed checks, then attempting to deposit the check in question, will result in immediate legal action and cancellation of this Agreement.



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PRODUCT PRICING

The product pricing for any goods or services sold under this program and by TangoWire will solely be determined by TangoWire according to its own pricing policies. Prices may vary from time to time, with our without notice to anyone, as determined by TangoWire's sole discretion.

Partners may have the ability to set pricing for some products, as allowed by TangoWire. However, TangoWire may set maximum and minimum product pricing constraints, in order to protect profitability, manufacturer limitations, and the original cost of goods sold.

TangoWire may, from time to time, block the Partner from adjusting product pricing on some or all items, at its sole discretion, usually in cases where TangoWire may feel the adjustments are too frequent and/or consumer confusion may apply.

PARTNER OFFERINGS TO MEMBERS

At no time shall the Partner offer or advertise, to the public, any member, or other affiliation, discounted, free, adjusted product pricing, or any so called "bonuses, incentives, or points" in conjunction with any product or service sold by or via TangoWire, unless the Partner has been given ability to adjust pricing on the specifically advertised product or service and the product or service pricing is set and advertised within the maximum and minimum pricing constraints set solely by TangoWire.

TangoWire reserves its right from time-to-time to distribute free or discounted products to anyone of its choice for any reasons it deems necessary in the normal course of business.

SALES PAYMENT PROCESSING

TangoWire will be solely responsible for processing every order placed for goods and services by anyone on the TangoWire site or TangoWire Partner Pages. All orders will be accepted via the TangoWire online ordering process. Payment and refund processing, and related customer services are the responsibility of TangoWire and an attempt by the Partner to perform these tasks must not occur.

TangoWire reserves the right to reject any membership, order, or payment which does not comply with our rules, operating procedures, policies, or the rules and policies of our preferred banking institutions.

TRACKING AND REPORTING

TangoWire will be solely responsible for tracking all memberships, partnerships, and sales. Reports concerning new membership and sales activity will be provided to the Partner.

To protect TangoWire customer privacy, the names or other personal information about specific members, partners, and customers will not be provided to the Partner but shall be retained exclusively by TangoWire. In addition, all personal information about specific members, partners, and customers collected by TangoWire and the TangoWire Partner Pages shall be owned solely and exclusively by TangoWire.



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MEMBER TRANSFERS TO OTHER PARTNER SITES

Any member has the option, upon their request and at TangoWire's sole discretion, to 'transfer' their membership to any other Partner site within the TangoWire network. Any future and applicable referral fees or commissions, produced as a result of the transferring member's purchases, will then be credited to the Partner whose TangoWire site the member transferred to.

CONTACTING MEMBERS AND OTHER AFFILIATES OR PARTNERS

At no time shall a partner make direct contact with any TangoWire members, affiliates or partners for the purpose of selling, making claims of, or distributing any goods, services, or beliefs, which are commercial, non-profit, religious, or otherwise oriented, including e-mail or contact for the purpose of increasing partner revenue or any other type of revenue, directly from this site or by any other means. At no time will a partner contact TangoWire members for distribution of information which is religious, pornographic, violent in nature, or discriminatory of race, sexual orientation, age, or gender. All contact to any TangoWire member, from a partner, must be of a sincere nature to become personally acquainted with the member and must be performed via the partner's own membership profile, adhering to the same rules and agreements created for the protection and privacy of all other members. Violation of this portion of this agreement will result in immediate legal remedies for fraud and ill intent, as provided by law, in addition to the immediate termination of your partnership.

If you think you have a legitimate purpose for contacting another partner for other than personal reasons, please submit your intentions to us first. If we agree that the contact is warranted we may facilitate it for you.

If, for any reason, you are contacted directly by a member of any TangoWire site or your TangoWire Partner Pages, you must immediately request the member contact TangoWire via our site or your TangoWire Partner Pages, without providing the member any support, advice, suggestions, or commentary.

COPYRIGHT AND LICENSED MATERIAL

Partners are solely responsible for ensuring that any and all materials provided by you, via upload or any other means, including your logo, name, or any other materials or images, do not infringe upon the rights, including the intellectual property rights, of any third parties. TangoWire will not be responsible if you use another party's copyrighted material in violation of the law.

Use of ANY TangoWire copyrighted or trademarked material, including our site's images, intellectual properties, licensed use properties, or name, without written permission is strictly forbidden. Duplication of our site's program code, images, content, or any other properties will be considered theft of intellectual properties and legal action will be pursued.

You hereby grant TangoWire a non-exclusive license to utilize your names, titles, logos, or any other provided content or intellectual property you supply, for the purpose of advertising, marketing, promoting, and/or publicizing on your site or to the members whose



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home site is within your partnership. Any other use outside of the site or its members will require written permission.

OWNERSHIP OF DATA

All data tracked, collected, stored, and processed by TangoWire and the TangoWire Partner Pages immediately becomes and will remain the property of TangoWire and its use will be at the sole discretion of TangoWire.

TANGOWIRE BRANDING

An image will be displayed on the TangoWire Partner Pages that identifies the site as being powered by TangoWire. TangoWire reserves all rights concerning its trademark. This image and the phrase "Powered by TangoWire" will be prominently displayed on various TangoWire Partner Pages.

You are not permitted to use the "Powered by TangoWire" phrase or logo on any other site or media, nor suggest or imply that any other site, not created, produced, or served by TangoWire, is owned, created, served, or powered by TangoWire.

RIGHT OF REPRESENTATION

The Partner gives TangoWire the right to represent the Partner when communicating to any members which have registered via the Partners host site. TangoWire obtains the right to use the Partner's brand name, logo, images or any other reference to the Partner's branding or identity for the sole purpose of representing the site through member communications. An instance of this representation would be sending electronic mail from the TangoWire servers with the Partner's host site name as the sender, in order to not confuse the member of the site where he or she once registered.

PERSONAL USE

The TangoWire Partner Program is intended for commercial use and for paying commissions for products sold to third parties who join TangoWire through your TangoWire Partner Pages. Enrollment into our program for purposes other than payment of commission and commercial use are subject to deletion and legal remedies may be sought. You may not use your partnership to earn a commission for any products sold to you via your own TangoWire Partner Pages, and obtaining a partnership does not entitle you to any product purchase or discount privileges beyond what any other member receives.

SERVICE INTERRUPTION

TangoWire will make every effort to keep its Web site operational and available to the public 24 hours each day, 7 days each week. However, certain technical difficulties may, from time to time, result in temporary service interruptions. The Partner agrees not to hold TangoWire liable for any of the consequences of such interruptions.

REFUSAL TO ENTER INTO AGREEMENT

TangoWire reserves the right, at any time, to refuse to enter into this agreement, without disclosure, with any potential partner or organization.



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AGREEMENT MODIFICATION

We reserve the right to change any of the terms and conditions in this Agreement, at any time and in our sole discretion, in order to adjust to changing business conditions. Any changes will be posted here, on this Web site, replacing and superseding any other terms, conditions, and agreements.

TangoWire will inform you that this agreement will change fourteen (14) days in advance of the effective date, with or without details of substantive changes, to the e-mail address we have on record for you. It is your responsibility to keep your contact information up-to-date and accurate.

Should you not agree with any changes, your only option will be to terminate your participation in the Program and remove all links to our site. Your continued participation in the Program, after the fourteen (14) days notice, shall constitute your binding acceptance of the change(s).

TERM AND TERMINATION

The term of this Agreement will begin upon our acceptance of your enrollment and will end when terminated by either party. You may terminate this Agreement at any time, with or without cause, by giving us written notice of termination. TangoWire may terminate this Agreement, or stop supporting a specific site, at any time, at our discretion, with or without cause. If this Agreement is to be terminated for cause, there will be a three (3) business day cure period to rectify the violation as long as your site(s) resolve to our domain name servers. Sites no longer resolving to TangoWire's domain name servers will be removed immediately. Otherwise at least thirty (30) days written notice will be provided.

If terminated for cause, either party may be subject to potential legal action for damages, costs, attorneys' fees, etc..

Once this agreement is terminated for any reason, you will no longer be eligible to earn commissions from our Program past the termination date. Any commission still owed to you will be payable per the agreement in force at that time.

Upon termination of this Agreement, with or without cause, and if commission payments are due you, we may withhold your final payment for up to sixty (60) days to ensure that the correct amount is paid.

When a Partner agreement is terminated your access to our Program will be terminated, all sites under your control deactivated, and all members who have registered via your TangoWire Partner Pages will be notified of a different Web site domain name or address at which they may regain access to TangoWire and its products and services. Terminating this Agreement does not allow you to claim, possess, encumber, control, or acquire any data collected by TangoWire and no future commissions, derived from any revenues produced via any members or other partners, will be paid to you.



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WARRANTY DISCLAIMER

TangoWire makes no warranties, representations or conditions with regard to the Program or, except as expressly set forth in TangoWire, the current sales policies, any products or services sold thereunder, whether express or implied, arising by law or otherwise, including without limitation any implied warranty of merchantability or fitness for a particular purpose or non-infringement or any implied warranty arising out of course of performance, course of dealing or usage of trade.

LIMITATION OF DAMAGES

TangoWire shall have no liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this Agreement or the Program, even if TangoWire has been advised of the possibility of such damages. Further, TangoWire's aggregate liability arising under or with respect to this Agreement or the Program shall in no event exceed the total commissions paid or payable by TangoWire to Partner under this agreement.

REPRESENTATIONS AND WARRANTIES

The Partner represents and warrants that it has the necessary and full rights, power, authority and capabilities to enter into this Agreement and to perform its obligations hereunder; that it owns or controls the rights granted or licensed to the other party herein; and that the execution of and performance of its obligations under this Agreement will not violate the rights of any third party, nor any applicable federal, state and local law or regulation.

INDEMNIFICATION

The Partner shall defend, indemnify and hold harmless TangoWire, its parent, subsidiary and affiliated companies and its and their directors, officers, employees, affiliates and agents, against any claim, demand, cause of action, debt or liability, including reasonable attorney's fees, to the extent that (i) it is based upon a breach of Partner's representations, warranties or obligations hereunder; (ii) it arises out of the negligence or willful misconduct of Partner; or (iii) it is based upon Partner's violation of any applicable federal, state or local law or regulation in providing products or services hereunder.

INDEPENDENT CONTRACTORS

Partner and TangoWire are independent contractors and nothing in this agreement is intended to or will create any form of partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. Partner shall not assign this Agreement, by operation of law or otherwise, without the prior written consent of TangoWire. Subject to the foregoing restriction, this agreement is binding upon, insures to the benefit of and is enforceable by the parties and their respective successors and assigns.

You will have no authority to make or accept any offers or representations on TangoWire's behalf and you will not make any statement, written, verbal, or otherwise, via any type of media, to the contrary.



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PARTNER TAX RESPONSIBILITIES - U.S. CITIZENS

You are solely responsible for any taxes due as a result of any commissions earned by you hereunder. This includes federal, state and local income taxes, self-employment taxes, unemployment insurance, state disability, social security, or any other payments owed to government entities.

In order for us to file the correct tax forms you will give your accurate and complete tax ID or social security number as part of your enrollment.

If you fail to comply with federal, state, or local tax laws, or refrain from paying all due taxes, in a timely manner, set forth by federal, state, or local tax rules and laws, either due present or past, your partnership will be terminated immediately, any owed commissions will be reclaimed if not first demanded by authorized government tax agencies, without requiring any due process or notification of any sort.

CIVIL OR CRIMINAL ENCUMBRANCES UPON PARTNER

The Partner agrees that, if any legal encumbrances, levies, garnishments, or liens, civil or criminal, are placed upon the Partner and/or the Partner's income, which would constitute ANY TangoWire involvement or administrative processes, this Partner Agreement will become terminated. All funds demanded by government or judicial authority, upon citation or legal garnishment, will be withheld and paid, by the terms of the demand, to the respective authorities.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Seattle, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or TangoWire may seek any interim or preliminary relief from a court of competent jurisdiction in Seattle, Washington necessary to protect the rights or property of you or TangoWire pending the completion of arbitration.

APPLICABLE AND GOVERNING LAW

This agreement shall be governed by the laws of the United States and the State of Washington without reference to its choice of law principles.

INDEPENDENT INVESTIGATION

You acknowledge that you have read this entire Agreement and that you agree to all of its terms and conditions. You understand that we may at any time, directly or indirectly, engage in similar arrangements with other parties that are on terms that may differ from those contained herein, or we or other parties may operate Web sites that are similar to or compete with your TangoWire Partner Pages or any other sites under your control. You have independently evaluated the desirability of participating in our Program and are not relying on any representation, statement or promise other than as set forth in this agreement. IF



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YOU DO NOT AGREE TO BE BOUND BY ALL OF THE ABOVE, DO NOT ENROLL IN OUR PROGRAM. YOU ARE NOT ELIGIBLE. IF YOU AGREE TO ALL OF THE ABOVE, WELCOME TO TANGOWIRE. PLEASE COMPLETE YOUR ENROLLMENT SO YOU CAN JOIN OUR TEAM AND START MAKING MONEY.

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