



Affiliate Agreement

IMPORTANT. PLEASE READ. This Affiliate Agreement (“Agreement”) contains the complete terms and conditions that apply to an individual’s or entity’s participation in the MyStaff.com LLC d/b/a Time Doctor, Inc. (“Time Doctor” or “us” or “our”) Affiliate Program (the “Affiliate Program” or the “Program”). As used in this Agreement, “you” means the individual or entity clicking “I ACCEPT”, and “site” means a World Wide Web site and, depending on the context, refers either to the Time Doctor site, located at the URL <http://www.timedoctor.com>, or to any site that you will link to our site. BY CLICKING “I ACCEPT”, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS AND HAVE ENTERED INTO A BINDING LEGAL AGREEMENT WITH TIME DOCTOR UNDER THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE SELECT “I DECLINE”.

1. Enrolling in the Program.

To participate in the Program, you must qualify as follows: (i) You must be an individual who is 18 years or older or an entity with an active account with the express written permission from Time Doctor; and (ii) You must complete the application and register through the Time Doctor Partner Portal to participate in the Program at <https://timedoctor.partnerstack.com/?gref=marketplace>. Persons or organizations that meet these requirements may join the Program (“Affiliate”) and can earn rewards.

2. Links.

- a. To permit accurate tracking, reporting, and referral reward accrual, you will be assigned a unique code (“Code”). Each Code may only be used once. You are permitted to place links that we provide with your Code on your site, in your emails, or in other communications, and to create your own links that properly include your Code. Time Doctor will provide you with sample links and HTML code, to use in linking to our sites. To permit accurate tracking, reporting, and referral reward accrual, Time Doctor will provide you with special link formats (“Special Links”) to be used in all links between your site and the Time Doctor sites or any other product sites that are a part of the Affiliate Program (the “Product Sites”). You must ensure that each of the links between your site and the Product Sites properly utilizes the Special Link format in order to receive Credit.
- b. Your code will only be valid while you are a Time Doctor customer with an active subscription. If your subscription terminates or expires with Time Doctor for any reason, you will automatically be terminated from the Affiliate Program and you will not be eligible to participate in the Program, and all reference Codes will automatically become invalid for new customers’ use.



- c. You will earn referral rewards only with respect to the creation of any new account on the Time Doctor site occurring directly through Special Links, or when a customer properly applies your Code when creating their Time Doctor account by entering it when prompted. Time Doctor will not be liable to you with respect to any failure by you or someone you refer to use Special Links or incorrectly apply your Code, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement. All links must point to the Time Doctor home page www.timedoctor.com. Links to other pages inside the Time Doctor site will not earn rewards.

3. Referral Rewards.

- a. In order to be eligible to earn a referral reward, the new customer must apply your Code during their account creation process. Customers may manually enter your Code, or your Code may be set as a cookie in their web browser when they click- through a Special Link to a Product Site. If for any reason your Code is not properly applied during a customer's account creation process, including but not limited to the case where the customer's browser is set not to accept cookies, the cookie expires, or the cookie is removed intentionally or accidentally, you will not earn a referral reward. Your Code must be properly applied during the customer's account creation process and properly processed by our system for you to earn a referral reward.
- b. Referral rewards are earned once the customer has completed the account creation process and paid the subscription fee. If the customer cancels their account, issues a chargeback or receives a refund on the subscription associated with a referral transaction within 90 days of that transaction, you will not receive a referral reward and if you have already received the credited referral reward, Time Doctor has the right to offset future earned referral reward amounts.
- c. Time Doctor reserves the right to disqualify referral rewards in its sole discretion that have been earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods.

4. Credit of Referral Awards to Your Account.

Referral rewards are accrued solely to the benefit of accounts, not individual users. Any accrued rewards will be forfeited upon expiration of an account due to cancellation or failure to remit payment for renewal. Referral rewards are only paid through credits to your account, no cash payments will be made under any circumstances. Earned referral rewards are payable to you approximately 60-90 days after a qualifying account (Time Doctor customer) attributed to your affiliate link has been created in Time Doctor's Customer Relation Management system, and after that specific customer's license fees are remitted to Time Doctor. Referral rewards are paid out in accordance as follows:



- Year 1 commissions per customer are earned at a rate of 30% of the remitted license fees
- Year 2 commissions per customer are earned at a rate of 15% of the remitted license fees
- Year 3 commissions per customer are earned at a rate of 10% of the remitted license fees

5. Customers.

Customers who buy products through this Program will be deemed to be Time Doctor's customers. Accordingly, all of Time Doctor's rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. Time Doctor may change its policies and operating procedures at any time. Product availability and pricing may vary from time to time. Because price changes may affect products that you have listed on your site, you should not display product prices on your site. Time Doctor will use commercially reasonable efforts to present accurate information, but Time Doctor cannot guarantee the availability or price of any particular product.

6. Marketing and Advertising.

You may not in any manner misrepresent the relationship between Time Doctor and you or imply any unauthorized relationship between Time Doctor and you or any other person or entity, except as expressly permitted by this Agreement. You shall use Vendor's trademarks, logos, and brand assets solely in accordance with Time Doctor's Partner Brand Guidelines, which may be updated from time to time, shall not bid on, purchase, or otherwise use Time Doctor trademarks, trade names, brand names, or any confusingly similar terms for any advertising campaigns, including but not limited to pay-per-click advertising and search engine marketing. Any form of false, misleading, or deceptive advertising is strictly prohibited. You must ensure that the display of advertisements or promotional materials, including Special Links, on your site complies with all laws, rules, and regulations, including copyright laws and agreements with third parties. Your site must accurately disclose how data is collected from visitors and comply with applicable privacy laws, including disclosures regarding third-party advertisers.

7. General Responsibilities.

You must not use the Program for any illegal or unauthorized purpose. In the participation in the Program, you may not violate any applicable jurisdiction's laws, rules, or regulations. You will be solely responsible for your site's development, operation, and maintenance and for all materials appearing on your site, ensuring they are neither libelous nor illegal, nor infringe upon any third party's rights. You are responsible for maintaining the security of your account and password. Time Doctor will not be liable for any loss or damage from your failure to comply with this security obligation. Any violation of these terms may result in the termination of your account with Time Doctor and the forfeiture of any outstanding referral rewards earned by you.

8. Compliance with Laws.



As a condition to your participation in the Program, you agree that while you are a Program participant you will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a Program participant, including without limitation, all applicable anti-spam laws.

9. Collection of Tax Information.

Time Doctor is obligated by U.S. federal law to obtain tax information from Program participants who are U.S. citizens or U.S. residents and from Program participants who are not U.S. citizens or residents but whose businesses are taxable in the U.S. If Time Doctor believes that you are a Program participant that Time Doctor is obligated to obtain tax information from and you do not provide this information to us after it has been requested it, Time Doctor may suspend your participation in the Program or withhold your referral rewards until you provide this information or otherwise provide information that you are not a person that Time Doctor is required to obtain tax information from.

10. Term of the Agreement and Program.

The term of this Agreement will begin upon the date of your click through acceptance of these terms and conditions. The effective date of your participation in the Program will begin upon Time Doctor's acceptance of your Program application and will continue unless terminated by either party.

11. Termination

- a. Either you or Time Doctor may terminate this Agreement at any time, with or without cause, by giving written notice of termination. Such notice by Time Doctor may be by email to your email address associated with your Time Doctor license. Upon the termination of this Agreement for any reason, you will immediately cease use of all links to Time Doctor or any Product Site, and all of our trademarks, trade dress, and logos, and all other materials provided by or on behalf of Time Doctor to you pursuant hereto or in connection with the Program. Time Doctor reserves the right to end the Program at any time.
- b. Time Doctor, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Program, or any other Time Doctor service, for any reason at any time. Such termination of the Program or your participation in the Program will result in the deactivation or deletion of your account or your access to your account, and the forfeiture and relinquishment of all potential or to-be-paid referral rewards in your account if Time Doctor determines, in Time Doctor's sole discretion, they were earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing



methods. Time Doctor reserves the right to refuse service to anyone for any reason at any time.

- c. Inactivity of new business generation by you for one year will result in automatic termination of your participation in the Program.

12. Relationship of Parties.

The Affiliate Program creates solely an independent contractor relationship. Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

13. Agreement Modifications.

Time Doctor may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by providing you with a change notice or posting the modifications on our site. You are responsible for regularly reviewing our site and all such modifications. Modifications may include, for example, changes in the scope of available referral rewards, referral reward schedules, payment procedures, and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING ANY MODIFICATION CONSTITUTES AGREEMENT TO SUCH MODIFICATION.

14. Indemnity.

You agree to defend, indemnify, and hold harmless Time Doctor and its officers, directors, sublicensees, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees and costs, alleging or resulting from (i) the development, operation, maintenance or the contents of your sites; (ii) breach of this Agreement; or (iii) your misrepresentation of Time Doctor products or services.

15. Limitations of Liability.

THE AGGREGATE LIABILITY OF TIME DOCTOR, ITS SUBSIDIARIES, LICENSOR(S), AND SUPPLIER(S) TO YOU, INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY YOU, UNDER THIS AGREEMENT, OR ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, SHALL NOT EXCEED THE TOTAL REFERRAL REWARDS GRANTED TO YOU DURING THE SIX MONTHS PRIOR TO WHEN THE CLAIM AROSE. IN NO EVENT SHALL TIME DOCTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOOD WILL EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE.

**16. Disclaimers.**

THE MATERIALS PROVIDED AS PART OF THE PROGRAM ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TIME DOCTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM OR ANY PRODUCTS SOLD THROUGH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). IN ADDITION, TIME DOCTOR MAKES NO REPRESENTATION THAT THE OPERATION OF THE PRODUCT SITES WILL BE UNINTERRUPTED OR ERROR-FREE, AND TIME DOCTOR WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

17. Independent Investigation.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

18. Arbitration.

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with Time Doctor or any of its affiliates shall be submitted to confidential arbitration in the jurisdiction of the headquarters of Time Doctor, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, Time Doctor may seek injunctive or other appropriate relief in any state or federal court in the state of Nevada (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or Otherwise.

19. Press Releases.

You shall not make any press release announcing you are a participant in the Program unless you obtain Time Doctor's prior written consent. You hereby grant Time Doctor the right to display your trade name and/or logo on Time Doctor's web site.



20. Miscellaneous.

This Agreement will be governed by the laws of the state of Nevada, without regard to the conflict of laws provisions of any state or jurisdiction. You may not assign this Agreement, by operation of law or otherwise, without Time Doctor's prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Time Doctor's failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of Time Doctor's right to subsequently enforce such provision or any other provision of this Agreement. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of you and Time Doctor in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement. This Agreement constitutes the entire agreement between you and Time Doctor and governs your use of the service and participation in the Program and supersede and replace any prior agreements between you and Time Doctor.