



TextLinkBrokers.com a Division of 360 Enterprises, Inc.

Terms of Service Inventory Partner Agreement

ACCEPTANCE OF TERMS

TextLinkBrokers.com welcomes you to this powerful program!

TextLinkBrokers.com a division of 360 Enterprises, is offering you our link broker services.

TextLinkBrokers.com provides its services to you (the signatory inventory partner) subject to the following Terms of Service (TOS) which may be updated by us from time to time. For the most current version please visit the Terms of Service link in your Control Console after logging in. Once you have been approved as a partner you will receive email notification of your "user name" and password in order to log into the TextLinkBrokers.com control panel. The control panel is located at <http://www.textlinkbrokers.com/admin/partner/login.php>.

As an approved partner of this program we will display your site(s) in our inventory for our Clients and Account Managers to browse when selecting links to purchase. There are NO guarantees of how many links will be placed or when.

In addition, as an Inventory Partner of TextLinkBrokers.com, you shall be subject to the guidelines and rules (including but not limited to our placement time frames and standards) which are hereby incorporated into this TOS.

DESCRIPTION OF SERVICE

1) Link Placement Standards and Time Frame

All links must be placed or rejected within **two (2) days** of notification. You will be contacted once your site(s) has been selecting to advertise on. You agree to review the submitted site(s) for placement to determine approval status upon receipt of email notification. You are then responsible to either place the link on your site or notify TextLinkBrokers.com immediately by logging into the control panel and rejecting the link(s). If you cannot place the link(s) on timely basis, then you agree to contact Textlinkbrokers.com immediately so that we may notify our clients. If we do not receive a response from you after the third (3rd) attempt to reach you (4 days following the initial contact) then TextLinkBrokers.com reserves the right to remove some or all of your sites from our inventory and you may not receive any additional links to advertise. In addition, you may also be required to initiate the inventory sign up process again. Your acceptance into the program will be determined at that point. Should you receive notice from TextLinkBrokers.com that you have been removed from our inventory program you may



not remove any link(s) currently existing on your site for a minimum of 30 days.

Should you desire to remove any link(s) you must notify us in writing at Partners@TextLinkBrokers.com indicating your desire to do so and provide us with a minimum of 30 days to notify our clients and identify a suitable replacement.

2) Link Quality Standards

Textlinkbrokers.com and you agree not to sell links to any sites of the following kinds:

- Adult sites: Sites that display nudity or are sexually explicit. Unless said inventory partner's site is an adult site or we have an expressed written agreement stating otherwise at the time of sign up.
- Gambling sites: Sites that require customers to pay money to win money. Some exceptions do exist such as raffles. For additional information please contact Partners@TextLinkBrokers.com. Unless said inventory partner's site is a Gambling site or we have an expressed written agreement stating otherwise at the time of sign up.
- Pharmaceutical: Any site that sells prescription medications including but not limited to sites featuring drug brand names such as Viagra, Phentermine, etc. Unless said inventory partner's site is a pharmacy site or we have an expressed written agreement stating otherwise at the time of sign up.
- Sites with a Google PageRank of 0 or un-displayed PageRank that are not obviously brand new defined by one or more of the following guidelines:
 1. Hardly any backlinks showing in 3 of the major search engines
 2. The site only has archived pages showing recently as found on <http://www.archive.org>.
 3. The created date found at <http://www.whois.sc> is recent (not always accurate, since a site could have been purchased long ago but only recently used)
 4. A site's copyright date is recent.
- Spam sites created for ads or black hat SEO or sites using duplicated content from other sites. You can check for duplicated content by searching for the content in Google or Yahoo using quotation marks around the content. Copyscape.com is a recommended tool.

3) Creating Links

You agree to hard code all links placed on your site on behalf of Textlinkbrokers.com clients. An example: `Link Text`.

Our clients expect our links to be seen by Search Engines, so you may not do anything to hide links from Search Engines.

Rules and Guidelines:



- Client-side and server-side scripting are not acceptable for links.
- The links must NOT include a rel="no follow" attribute in the <a> tag.
- The server that your site is hosted on cannot have a robots.txt file at the root that prevents spider indexing of any or all pages.
- You may not use frames to hide links from the Search Engines.
- Any other process or procedures which may prevent the Search Engine from spidering the link.

4) Maintaining Links

You agree to maintain all links placed on your pages for a TERM OF NO LESS THEN 30 DAYS FROM THE DATE YOU ORIGINALLY PLACED THEM AND TO HAVE THEM REMAIN UP ON A RECURRING MONTHLY BASIS UNTIL YOU RECEIVE NOTIFICATION FOR THE LINKS TO BE REMOVED. You have the right of refusal of any link(s). You can reject the links by logging into the control panel. However, once a link has been accepted the link must remain up on a monthly auto-recurring basis and remain up until notification from TextLinkBrokers.com to remove the link(s) is received. If you decide for any reason to stop placing links for us you must notify us immediately at Partners@TextLinkBrokers.com. In addition, we require that all links remain up until 30 days after the day of cancellation. If 30 days notice is not given prior to any links being removed, we reserve the right to withhold the final payment due for said links.

5) Site Changes

Any modifications or changes you may make to your site have the potential of affecting our linking campaign results. You agree to contact us in writing at least 30 days prior to making any changes to your site that may affect our links.

These changes include but are not limited to the following:

- Removing pages that host our links
- Changing the URL of pages that host our links
- Deciding not to host links on certain pages anymore
- Deciding to change the number of links allowed on any of the pages
- Changing ownership of your site
- Adding more offsite links than agreed to



6) PageRank Updates

PageRank is one of the many components which determined the value and therefore the pricing we provide you for advertising on your site(s). Google has been known to perform PageRank updates on a periodic basis. Since there are no clearly defined schedules as to when, how frequent or which sites will be affected by the PageRank updates, TextLinkBrokers.com reserves the right to update PageRank and any related pricing of our Inventory Partners' sites. Notification of any change will occur at the time the link placement is requested.

The exact date that the update to the inventory will be conducted is based on industry standards which include but are not limited to the results of the major data centers which would indicate that the majority of the updates are complete. Should you desire to dispute the results you must notify us in writing and provide us with a minimum of 60 days from the date of your notice to arrive at a revised agreement on rates and make any necessary adjustments in our inventory. Textlinkbrokers.com reserves the right to change its price list and to institute new policies at any time.

7) Confidentiality/Non-Compete

YOU AGREE NOT TO DIRECTLY CONTACT ANY OF OUR CLIENTS WHO HAVE PURCHASED LINKS ON YOUR SITE THROUGH TEXTLINKBROKERS OR ANYONE THAT YOU KNOW TO BE PREVIOUSLY AFFILIATED WITH TEXTLINKBROKERS.COM, SUCH AS PREVIOUS EMPOLYEEES OR CONTRACTORS TO SOLICIT LINKS OR ANY FORM OF ADVERTISEMENT. All communications, negotiations, and sales must go through TextLinkBrokers.com. You agree not to solicit or accept any advertising from any of our clients or anyone known to be previously affiliated with TextLinkBrokers.com. Should you be directly contacted by any of our clients or anyone previously affiliated with TextLinkBrokers.com you agree to inform them of your contractual obligation and advise them to communicate the purchasing of advertisements through TextLinkBrokers.com. Our clients and anyone previously affiliated with us have also agreed to the same said terms.

Furthermore, you agree not to disclose any TextLinkBrokers.com Confidential Information without TextLinkBrokers.com prior written consent. Confidential information includes without limitation all Company software, technology, programming, technical specifications, materials, guidelines and other documentation. You agree to adhere to these terms during the active duration of your agreement and for a period of one year following the termination of this agreement.



8) Payment and Compensation

The Partner is responsible for all applicable taxes or charges imposed by any government entity in connection with Partner providing these services. Textlinkbrokers.com will make payments beginning on the 15th of every month. It takes approximately 15 days to process payments. Textlinkbrokers.com will make payments once a minimum of \$100.00 worth of links has been accumulated. We pay you for the links placed between the 1st and the last day of the previous month including any outstanding balances from previous months. We will pay you for the full month regardless how long the link has been up. As an example if we requested that you place a link on the 28th of the month we will pay you for a full month the following month. This, in turn, means that we will not pay you for the month in which we request the removal of a link. In order to receive payment for any links you must be in full compliance with the terms of this agreement. Should you be in default of any or part of this agreement TextLinkBrokers.com reserves the right to withhold payment until such time that you are in compliance. In addition, in the event that you are purchasing our service in addition to being an inventory partner TextLinkBrokers.com reserves the right to apply any outstanding payments due you towards your outstanding balance for services provided.

9) Removal Links/Advertising

All Links/Advertising is required to remain up for a minimum of 30 days from the date of placement. You agree to not remove any Links/Advertising without providing TextLinkBrokers.com minimum 30 days written notice of your intention to remove the Links/Advertising. In the event that we notify you to remove any Link(s)/Advertising for any reason within 10 days of the original placement date (which may be the result of lack of payment by our client) then the transaction is considered incomplete and you will not receive payment for that link.

10) Retail Pricing

Textlinkbrokers will establish a retail price for the links which we will be placing on your site that will enable maximum revenue to be achieved from the advertising space we have agreed to. Textlinkbrokers bases this retail pricing on experience with the current market for text links and factors specific to each site that you submit to become part of our inventory. The retail pricing of the advertising space you provide us is based on the sole discretion of TextLinkBrokers.com. Any request for modifications to retail pricing must be made in writing and will be reviewed within 30 days by a qualified TextLinkBrokers.com agent. In the event an agreement cannot be reached by both parties written notice will be provided with instructions as to the next steps. All placement and removal of links MUST adhere to the policies set forth in this TOS.



11) Limitations of Liability

IN NO EVENT SHALL TEXTLINKBROKERS.COM AND 360 ENTERPRISES Inc. BE LIABLE WITH RESPECT TO THE SITE OR THE SERVICES (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE AGREED FEES PAID FOR SERVICES; OR (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM PLACING LINKS ON YOUR SITE. You agree that you are placing text links on your site at your own risk and that Textlinkbrokers.com and 360 Enterprises, Inc are not responsible for anything that may arise due to the links placed on your site.

12) Guarantees

TEXTLINKBROKERS.COM MAKES NO GUARANTEES WRITTEN OR IMPLIED OF THE FREQUENCY, DURATION NOR TOTAL NUMBER OF LINKS WE WILL REQUEST TO BE PLACED ON YOUR SITE. You understand that we place your site into our inventory system for the selection of our clients and Account Managers who may be interested in links on your site. We base all placements on our client's demand for links, with relevance being the main factor in their decision.

Any guarantee stated in the offer/agreement is agreed to as written in this document and supersedes any and all other communications whether electronic, written or verbal.

13) Termination

Either party may terminate their Services at any time by notifying the other party in writing of their desire to do so. Any fees paid hereunder are non-refundable and non-cancelable. Upon termination of the agreement you agree to provide 30 day written notice is prior to removing, modifying or making any changes. Upon termination, the provisions of paragraphs 1 through 5 and paragraphs 7 through 12 of this Agreement shall survive indefinitely.

14) Notification

You may sell advertising on your site outside of the clients that are provided to you by Textlinkbrokers.com. However, you agree not to exceed the total number of total offsite links agreed to when signing up to become a partner of TextLinkBrokers.com. Furthermore, you agree to notify Textlinkbrokers.com of any new text link advertisers placed on your site providing they also comply with the provisions stated in paragraph 2 of this Agreement.

15) Jurisdiction

This Agreement shall be interpreted and construed under the laws of The State of Arizona, U.S.A. The parties agree that any action brought by either party against the other shall be brought in The State of Arizona, U.S.A. and the parties do hereby waive all questions of personal jurisdiction or venue for carrying out this provision.



16) Miscellaneous

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. TextLinkBrokers.com shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond TextLinkBrokers.com's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by said Inventory Partner except with TextLinkBrokers.com prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona, USA without regard to the conflict of law's provisions thereof. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understanding relating to the subject matter of this Agreement and that all modifications must be in writing signed by both parties, except as otherwise provided herein.

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