

## Merchant Service Agreement (“Shared Commission” Plan)

On this day of \_\_\_\_\_, \_\_\_\_ DataFeedFile.com and PriceComparison.com a Texas limited liability company also known as **DFF** will engage in a business to business relationship with \_\_\_\_\_ a \_\_\_\_\_ company also known as **Merchant** to provide marketing tools and services towards their mutual affiliates.

**Description of services.** DFF shall promote, help recruit affiliates and provide tools and services for Merchant through DataFeedFile.com. DFF tools using javascripts, PHP, ASP, XML. DFF does not normally distribute raw datafeed file unless merchant have specified to pay for this optional service (ADD) Aggregate DataFeedFile download.

**Merchant responsibility.** Merchant shall promote and inform their affiliates about the availability of DFF tools and services. Merchant shall provide daily or weekly updates of their data feed file either directly from Merchant or through affiliate network. Merchant is responsible to keep their account / affiliate program healthy and functioning within the appropriate affiliate network.

**DFF responsibility.** DFF will to the best of their abilities promote, market and make known of the availability of DFF tools and services towards the affiliate marketing community. DFF shall promote, help recruit affiliates and provide tools and services for Merchant. DFF will provide technical support to help affiliates integrate DFF tools and services. DFF will perform daily updates using data feed files provided by Merchant or affiliate network to keep data up to date.

**Shared Commission business model.** Shared Commission allow affiliates to use DFF and display merchant’s data without paying any fee to DFF. DFF earns monies by substituting 1 out of 4 click-through (every 4<sup>th</sup> click) with DFF’s affiliate ID. DFF will only earn possible commission if there is a sale / lead generated from the 4<sup>th</sup> click. Using the Shared Commission business model neither affiliate or merchant need to pay DFF other than commission for sales and leads generated from 4<sup>th</sup> click-throughs. All click-through, sales and commission are still tracked by the chosen Affiliate Network. Merchant have agreed and understood DFF’s Shared Commission business model.

**Authorization to use and distribute.** Merchant has authorized DFF to distribute datafeed content, banner, links, logos and other advertisements using the Shared Commission business model.

**Force Majeure, Disclaimer and Limit of liabilities.** DFF may not be held liable for any delay and/or failure in providing services resulting directly or indirectly from acts of god. DFF does not claim ownership of data, trademark and copyright information from data provided by merchants. Merchants are responsible to maintain and govern themselves according to respect trademarks, copyright and any other intellectual properties contained within their data



feed file. Under any circumstances, DFF's liability is limited only to fix known and proven errors found in our tools, information, products and services.

**All Products and/or Services provided As-Is.** All products, services, tools and any material provided on DFF site are provided "as is" and without any warranty. All users must assume all risks concerning availability, authorization, legality and accuracy of the information provided on DFF site and/or links to and from this site.

**Termination.** Both DFF and Merchant may terminate this agreement upon written notice provided by either party via fax or US Postal Mail.

**Mutual agreement.** This agreement has been fully agreed and fully understood by both parties. The signors of this agreement was not force in anyway to sign this agreement. The signors of this agreement has the authorization to engage, execute and authorize this agreement on behalf of their appropriate company.

**Merchant**

**DataFeedFile.com (DFF)**

**Company:** \_\_\_\_\_

**Company:** DataFeedFile.com

**Name:** \_\_\_\_\_

**Name:** Andrew Nurcahya

**Title:** \_\_\_\_\_

**Title:** Director of Operations

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**DFF Merchant #:** \_\_\_\_\_