



## Preton Affiliate Program Agreement

The following are terms and conditions for participating in the Preton Affiliate Program. "Affiliate" refers to you, and "Preton" refers to Preton Ltd., an Israeli company.

Violations of any of the provisions of this agreement may result in the suspension or termination of your Affiliate account including forfeiture of future commissions. Preton also reserves the right to take legal action against any Affiliate found violating the provisions in this agreement.

Preton reserves the right to amend this Agreement as needed from time to time, and Affiliate agrees that any such amendment will apply to Affiliate. The continuation of Affiliate status or Affiliate's acceptance of commission shall constitute Affiliate's acceptance of any and all amendments.

---

1. To begin the enrollment process, Affiliate must sign up with Plimus at: [https://secure.plimus.com/jsp/new\\_developer.jsp?type=AFFILIATE](https://secure.plimus.com/jsp/new_developer.jsp?type=AFFILIATE). After registration, please send the affiliate ID or username to Preton.

2. All Affiliate applications are subject to approval by Preton. Preton will evaluate your application and notify Affiliate of your acceptance or rejection. Preton may reject your application in its sole discretion for any reason.

3. Affiliate must be of the age of majority in his/her state or country.

4. Affiliate agrees to receive Preton's e-mails, including but not restricted to newsletters.

5. Affiliate agrees not to disparage Preton (including its employees, officers, shareholders and independent contractors), other Preton Affiliates or Preton products. Affiliate understands that disparagement may result in the immediate suspension or termination of Affiliate account with a cancellation of any pending commissions. All complaints or concerns should be directed toward Preton offices at: [Info@preton.com](mailto:Info@preton.com)

6. Affiliate agrees to not utilize SPAM in promoting Preton's products. Preton maintains a zero tolerance policy towards the sending of SPAM, including, but not limited to, unsolicited commercial E-mail (UCE). This action may result in the immediate suspension or termination of Affiliate account with a cancellation of and possible forfeiture of any pending commissions. Affiliate will also be in violation of this Agreement and subject to legal action and be held liable for any financial loss incurred by Preton. In addition, if your account has excessive clicks in a very short period of time as determined by Preton in its sole discretion, the Affiliate relationship may be terminated.

For the purpose of this agreement SPAM is defined as e-mailing, faxing, or telephoning anyone, in bulk or individually, in violation of all anti-spamming and applicable laws or regulations for the country, state, county, and city where the intended recipient resides. The Affiliate is under obligation to research and comply with all laws concerning unsolicited commercial e-mail.

Preton also considers any type of advertisement about Preton that is posted unsolicited on online venues (e.g. newsgroups, chat rooms, etc.) to be spam.

**Preton Ltd.**

7 Levi Yitzchak St., Tel Aviv,  
Israel, 62483

[www.preton.com](http://www.preton.com)



7. Affiliate is solely responsible for e-mail sent by Affiliate using Affiliate's own e-mail system. Preton requires all Affiliates to permanently remove anyone who complains or requests to be removed from the Affiliate's mailing list or address book.

8. Affiliate will be paid a commission of 30% on gross sale for all completed purchases of Preton's products made at Preton's web site via Affiliate's link/ID provided by Plimus. Commission may not be paid for purchases by customers who has been offered or received coupons, refunds, credits or discounts from Affiliate or joined any business opportunity program managed by Affiliate (unless Preton has provided its prior written approval).

9. Preton reserves the right to suspend payment of commission at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms in this Agreement by the Affiliate. Preton reserves the right to terminate this Agreement and deduct from Affiliate's current and future commission any and all payments corresponding to any fraudulent, questionable, and cancelled purchases. Commissions for any customer who is associated with any Preton reseller, referral or other program may be removed from Affiliate's payment.

10. If Preton must refund a customer purchase Affiliate received a commission for, the commission Affiliate earned for that purchase will be subtracted from future commission earnings. Refunds can occur due to various reasons such as fraud credit card purchase, suspicious order, bank chargebacks etc.

11. Commission shall be paid according to the Plimus terms of use ([https://secure.plimus.com/jsp/plimus\\_terms\\_of\\_use.jsp?type=AFFILIATE](https://secure.plimus.com/jsp/plimus_terms_of_use.jsp?type=AFFILIATE)). Affiliate agrees and accepts such terms in their entirety. Preton further reserves the right to alter, change, and/or update the commission structure for any reason at any time without prior notice.

12. Affiliate will be issued by Plimus with an "Affiliate Link" (or ID), a unique URL which allows Preton to identify visitors from Affiliate site as originating from Affiliate. These visitors are tracked with this unique URL, and sales are recorded with the appropriate Affiliate ID. To receive commissions, Affiliate must use the link provided by Plimus.

13. When promoting Preton's products, Affiliate must use only official text ads, banners, and other approved advertisements provided by Preton and containing links to the Affiliate's assigned unique URL, without the right to modify them. Redirect URLs are permitted to be used so long as those redirect URLs go directly to the Affiliate's unique URL assigned to him/her by Plimus.

14. Customers who buy Preton's products through the Affiliate Link will be deemed to be Preton's customers, which are subject to Preton's rules, policies, prices and operating procedures which applies to the sale of Preton's products. Preton may change such policies, prices and operating procedures at any time. In addition, Preton's products and prices may vary from time to time, from affiliate to affiliate, and from region to region.

15. (i) Preton grants Affiliate with a non-exclusive, non-transferable, revocable license to (i) access Preton's site through the links solely in accordance with the terms of this agreement and (ii) solely in connection with such links, to use the Preton's trademark and logo and similar identifying material relating to Preton (but only in the form(s) that they are provided by Preton) (collectively, the "Licensed Materials"), for the sole purpose of selling Preton's products on Affiliate's site. Affiliate may not alter,

**Preton Ltd.**

7 Levi Yitzchak St., Tel Aviv,  
Israel, 62483

[www.preton.com](http://www.preton.com)



modify, or change the Licensed Materials in any way. Preton reserves the right to request that Affiliate remove any content from its web site connected to the Licensed Material for any cause.

(ii) Affiliate shall not make any specific use of any Licensed Materials for purposes other than selling Preton's products without first obtaining the prior written consent of Preton. Affiliate agrees not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays Preton in a negative light. Affiliate agrees that all right, title, ownership and interests in the Licensed Materials shall remain at all time the exclusive proprietary of Preton. Preton may revoke the license granted to Affiliate at any time, by giving Affiliate a written notice. If not revoked, this license shall terminate upon expiration or termination of this Agreement.

(iii) Affiliate grants Preton with a non-exclusive license to utilize Affiliate's names, titles, and logos, as the same may be amended from time to time (the "Affiliate Trademarks"), to advertise, market, promote, and publicize in connection with promoting the Preton's products; provided, however, that Preton shall not be required to so advertise, market, promote, or publicize the Affiliate Trademarks and that such license shall not grant Affiliate any rights or titles to Preton's intellectual property rights or the right to receive any payment other than the commission set forth in this Agreement. This license shall terminate upon the expiration or termination of this Agreement.

16. Affiliate will be solely responsible for the development, operation, and maintenance of Affiliate's site and for all materials that appear on Affiliate's site. In addition, Affiliate is solely responsible for ensuring that their Affiliate link is set up properly to qualify for commissions. Preton has the right in its sole discretion to monitor signups through Affiliate's site at any time and from time to time to determine if Affiliate is in compliance with the terms of this Agreement. If Affiliate is not in compliance, Preton may terminate this Agreement immediately.

17. Affiliate may not copy any content or designs from Preton's web site to use in Affiliate's site or in any other manner.

18. Preton is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily disrupt or diminish service.

19. Preton will make every reasonable effort to track and pay commissions for all sales that apply to Affiliate. However, Preton is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily disrupt or diminish this ability.

20. To protect Preton customer privacy, if deemed necessary, Preton reserves the right to withhold identifying customer contact information from Affiliate.

21. Affiliate understands that prohibited sites for advertising Preton's products include: websites that promote sexually explicit material or violence; sites that promote discrimination based on race, sex, religion, national origin, or physical disability; sites that promote illegal activities.

22. Affiliate may not assign rights or delegate duties under this Agreement without the prior written consent of Preton. Upon request, Preton will provide Affiliate with guidelines for the sale, transfer, or assignment of Affiliate's business with Preton.

23. Preton shall not be held liable for any indirect, incidental, special, or consequential damages or any loss of revenue or profits arising under or with respect to this Agreement or affiliate program, even if

**Preton Ltd.**

7 Levi Yitzchak St., Tel Aviv,  
Israel, 62483

[www.preton.com](http://www.preton.com)



Preton has been advised of the possibility of such damages. Preton's aggregate liability arising under or with respect to this Agreement or the affiliate program shall in no event exceed the total commissions paid or payable by Preton under this Agreement.

24. Preton hereby disclaims all express and implied warranties for all products, goods or services, including the implied warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. All products, goods, or services are provided AS IS with respect to Preton. Preton's obligations and Affiliate's remedies hereunder are solely and exclusively as described and limited herein. Preton's liability, whether based on contract, tort, warranty, strict liability, or other theory, shall not exceed the price of the individual unit of goods, products, or services of which the alleged defect or damage is the basis of the claim. In no event shall Preton be liable for any loss of profits, loss of use, or other indirect, incidental, or consequential damage.

25. Affiliate agrees not to present others' creative works—in full or in part—as its own nor engage in violation of copyright agreements for any reason. Affiliate also guarantees that all content in its web site is legal. Such violations could result in suspension or termination of this Agreement.

26. Preton makes no warranties expressed or implied with regard to Affiliate program except as outlined in this Agreement.

27. Both Preton and the Affiliate reserve the right to terminate this agreement at any time by giving an immediate notice either by written notice or e-mail. Affiliate is responsible to provide Preton with its updated e-mail address at all times. If terminated, outstanding commissions at time of termination shall be paid in the next payment so long as the terms of this Agreement were not violated by the Affiliate. Payment of the final commission payment to the Affiliate may be withheld for a reasonable time in order to ensure that the correct amount is paid.

28. Affiliate agrees that a Preton Affiliate is an independent contractor and not an employee, agent, partner, legal representative, or franchisee of Preton. Affiliate further agrees not to incur any debt, expense, obligation on behalf of, for, or in the name of Preton.

29. In the event that a provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

30. Affiliate may not issue a press release concerning this Agreement without prior written approval of Preton.

31. Without derogating from other provisions in this Agreement, Affiliate may not attempt to register any trademark or domains in any territory which contains the names "Preton", "Preton Saver" or any similar names or variations.

32. This Agreement shall be construed exclusively in accordance with the laws of Israel. All disputes shall be held in arbitration proceedings to be held in Tel Aviv, Israel before a single arbitrator nominated by the Arbitration Institute of the Israeli Bar Association. The arbitration will be subject to the **Arbitration Law**, 5728-1968 and the rules of the Arbitration Institute of the Israeli Bar Association. The arbitral award shall not be subject to appeal. The arbitration shall be held in English.

**Preton Ltd.**

7 Levi Yitzchak St., Tel Aviv,  
Israel, 62483

[www.preton.com](http://www.preton.com)