



Affiliate Agreement

Our affiliates are very important to us. We do our best to treat you with the fairness and respect you deserve. We simply ask the same consideration from you. We have written the following affiliate agreement with you in mind, as well as to protect our company's good name. Please bear with us as we take you through this legal formality.

If you have any questions, please don't hesitate to let us know. We are strong believers in straightforward and honest communication. For the quickest results, please email us at ana@heimdalsecurity.com.

Best regards,

Andrei Nastasie

Heimdalsecurity Affiliate Program Manager

Summary

1. Do not apply if your website promotes sexually explicit materials, violence, discrimination, and/or illegal activities.
2. We do not work with distributors of downloadable software, toolbars, browser helper objects, shopping assistance applications, etc.
3. You must comply with FTC's Endorsement Guidelines the European Union's Privacy Law.
4. Fraud will be policed and penalized.
5. Spamming is prohibited.
6. Paid search campaigns containing our trademarks are prohibited.
7. Cybersquatting and typosquatting are prohibited.

Affiliate Agreement

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.
THIS IS A LEGAL AGREEMENT BETWEEN YOU AND
HEIMDAL SECURITY (DBA
WWW.HEIMDALSECURITY.COM).

BY SUBMITTING THE ONLINE APPLICATION YOU
ARE AGREEING THAT YOU HAVE READ AND
UNDERSTAND THE TERMS AND CONDITIONS OF
THIS AGREEMENT AND THAT YOU AGREE TO BE
LEGALLY RESPONSIBLE FOR EACH AND EVERY
TERM AND CONDITION.

1. Overview

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in HeimdalSecurity.com's Affiliate Program. The purpose of this Agreement is to allow HTML linking between your website and the www.heimdalsecurity.com website. Please note that throughout this Agreement, "we," "us," and "our" refer to HeimdalSecurity.com, and "you," "your," and "yours" refer to the affiliate.

2. Affiliate Obligations

2.1

To begin the enrollment process, you will complete and submit the online application at the ShareASale.com server. The fact that we autoapprove applications does not imply that we may not reevaluate your application at a later time. We may reject your application at our sole discretion. We may cancel your application if we determine that your site is unsuitable for our Program, including if it:

2.1.1

Promotes sexually explicit materials

2.1.2

Promotes violence

2.1.3

Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

2.1.4

Promotes illegal activities

2.1.5

Incorporates any materials which infringe or assist others to infringe on any copyright, trademark, or other intellectual property rights or to violate the law

2.1.6

Includes "Heimdal Security" or variations or misspellings thereof in its domain name

2.1.7

Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically, or otherwise objectionable to us in our sole discretion.

2.1.8

Contains software downloads that potentially enable diversions of commission from other affiliates in our program.

2.1.9

You may not create or design your website or any other website that you operate, explicitly or implied in a manner that resembles our website, nor design your website in a manner that leads customers to believe you are HeimdalSecurity.com or any other affiliated business.

2.2

As a member of HeimdalSecurity.com's Affiliate Program, you will have access to Affiliate Account Manager. Here you will be able to review our Program's details and previously-published affiliate newsletters, download HTML code (that provides for links to web pages within the www.heimdalsecurity.com website) and banner creatives, browse and get tracking codes for our coupons and deals. In order for us to accurately keep track of all guest visits from your site to ours, you must use the HTML code that we provide for each banner, text link, or other affiliate link we provide you with.

2.3

HeimdalSecurity.com reserves the right, at any time, to review your placement and approve the use of Your Links and require that you change the placement or use to comply with the guidelines provided to you.

2.4

The maintenance and the updating of your site will be your responsibility. We may monitor your site, as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel could enhance your performance.

2.5

It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

2.6

We strongly advise affiliates to stay compliant with the Federal Trade Commission (FTC) and European Union guidelines on testimonials and endorsements. All endorsements, reviews, testimonials on HeimdalSecurity.com's products and services, as well as relationships between other types of content websites (forums, blogs, microblogs, and other Social Media channels) and HeimdalSecurity.com must be clearly disclosed in a separate policy on the affiliate sites. FTC points out that "when there exists a connection between the endorser and the seller of the advertised product," it is imperative that such a connection is "fully disclosed." FTC deems the relationship in an endorser-sponsor light and believes that the end user has the right to understand that one exists [full text here:

<http://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>]. We share the underlying idea of this approach and strongly encourage our affiliates to adhere to the FTC's rules. We also reserve the right to terminate our relationship with any noncompliant affiliates.

If you operate your Site from an EEA member state or Switzerland or your Site receives or targets visitors from EEA member states or Switzerland , then you are subject to the EU Privacy Laws (as defined below) and hereby agree that you will:

2.6.1

Comply with the EU Privacy Law;

2.6.2

Inform end users in a prominent manner that you use tracking devices and cookies for advertising purposes; and

2.6.3

Obtain end users' consent to place tracking devices, such as cookies (including tracking devices enabled by Heimdal Security at your request on your behalf) on such end users' computers and provide, where required, information regarding the option to opt-out or remove cookies/tracking devices in compliance with any applicable law;

You also represent, warrant, covenant, undertake and agree you that are in compliance with all of your obligations under EU Privacy Law in respect of your data and information, including obtaining all necessary consents from end users in order for Heimdal Security to use your data and information. Upon Heimdal Security's request, you shall furnish to Heimdal Security proof of the applicable end users' consent to such use of data and information, including consent to the use of tracking devices and cookies enabled by Heimdal Security and you will take all steps reasonably requested by Heimdal Security to ensure Heimdal Security's compliance with applicable data protection law, including EU Privacy Law. "EU Privacy Law" means the European Union Data Privacy Directive, the European Union Privacy Directive and any local implementing law, including any subsequent legislation replacing or amending any such laws from time to time.

2.7

You may not sublicense, rent, lease, sell, resell, outsource or service bureau any of Heimdal Security's products or services, and any attempt to do so shall be null and void.

2.8

You will not make unauthorized modifications, reverse engineer, disassemble, decompile or attempt to derive source code of any of Heimdal Security's products or services.

2.9

You agree not to hack, abuse, adversely interfere with, infect with viruses, worms or other malicious or destructive code, or use or cause to be used in extraordinary and unreasonable or inappropriate ways or amounts, any Offerings, including any servers, bandwidth supply, equipment, software and other technological resources provided by Heimdal Security.

3. www.heimdalsecurity.com Rights and Obligations

3.1

We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site that we feel should be made or to make sure that your links to our website are appropriate and to notify you further of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the HeimdalSecurity.com Affiliate Program.

3.2

www.heimdalsecurity.com reserves the right to terminate this Agreement and your participation in the www.heimdalsecurity.com Affiliate Program immediately and without notice to you should you commit fraud in your use of the HeimdalSecurity.com Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected, www.heimdalsecurity.com shall not be liable to you for any commissions for such fraudulent sales.

3.3

This Agreement will begin upon our acceptance of your Affiliate application and will continue unless terminated hereunder.

4. Termination

4.1

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email, or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

4.2

Alternatively, Heimdal Security may, at any time, with or without notice, in its sole discretion, suspend, limit, restrict, condition or deny your access to or use of all or any part of the Network or any Heimdal Security material.

4.3

Upon any termination of this Affiliate Agreement and/or your participation on the Network:

4.3.1

You shall immediately cease to use and remove from any and all Site(s), whether or not owned or operated by you, any and all Qualifying Links and all other Content or materials provided to you in connection with your participation in the Network or your use of any other creatives, products or services pertaining to Heimdal Security.

4.3.2

Any and all licenses and rights granted to you under this Agreement shall immediately cease and terminate.

4.3.3

Heimdal Security may terminate or, in its sole discretion, direct or redirect to any destination Site any and all qualifying links continued to be used by you without Heimdal Security or any Network Advertiser incurring any further liability or obligation to you.

4.3.4

Any and all confidential or proprietary information of Heimdal Security (including as applicable any confidential or proprietary information of Network Advertisers as and to the extent originally provided by Heimdal Security) that is in your possession or control must be immediately returned or destroyed, at Heimdal Security's sole discretion. If requested, you will certify in a writing signed by you or an authorized officer as to the return or destruction of all such confidential or proprietary information.

5. Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such an event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and www.heimdalsecurity.com's Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in HeimdalSecurity.com's Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

6. Payment

6.1

HeimdalSecurity.com uses a third party to handle all of the tracking and payment. The third party is the ShareASale.com affiliate network. Kindly review the network's payment terms and conditions.

6.2

The fact that a compensation amount is reported for any tracked activity does not necessarily mean that a payment is due to you from the relevant Network Advertiser, since payment may be subject to conditions established by that Network Advertiser, including policies regarding order cancellation, returned merchandise, receipt of pending credit card authorizations and/or chargebacks and minimums for earned compensation before payment is made.

6.3

You agree that you are solely responsible for any and all tax obligations, if any, due to all taxing authorities arising from or in connection with any compensation earned by you as a result of your participation in any affiliate activities, the Network or any affiliate campaigns.

6.4

Heimdal Security is under no obligation to investigate or resolve any claim or dispute involving you and any Network Advertiser or other third party person. If Heimdal Security, in its sole discretion, elects to investigate or otherwise become involved in any such claim or dispute, it shall not thereby undertake, assume or have any duty, obligation or liability to you or any other party to the claim or dispute.

7. Access to Affiliate Account Interface

You will create a password so that you may enter ShareASale's secure affiliate account interface. From their site you will be able to receive your reports that will describe our calculation of the commissions due to you.

8. Promotion Restrictions

8.1

You are free to promote your own websites, but naturally any promotion that mentions HeimdalSecurity.com could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by HeimdalSecurity.com. For example, advertising commonly referred to as “spamming” is unacceptable to us and could cause damage to our name. You are required to abide by all state and federal consumer protection laws and regulations including the FTC Act and the CAN-SPAM Act in order to be accepted and be part of Heimdal Security’s Affiliate Program. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups, and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote HeimdalSecurity.com so long as the recipient is already a customer or subscriber of your services or website, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote HeimdalSecurity.com so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your websites as independent from HeimdalSecurity.com. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the HeimdalSecurity.com Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

8.2

Affiliates that exclusively bid in their Pay-Per-Click campaigns on keywords such as www.heimdalsecurity.com, Heimdal Security, www. HeimdalSecurity, www. HeimdalSecurity.com, and/or any misspellings or similar alterations of these—be it separately or in combination with other keywords—and do not direct the traffic from such campaigns to their own website prior to redirecting it to ours, will be considered trademark violators and will be banned from Heimdal Security’s Affiliate Program. We will do everything possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our affiliate program without prior notice and on the first occurrence of such PPC bidding behavior.

8.3

Affiliates are not prohibited from keying in prospect’s information into the lead form as long as the prospects’ information is real and true and these are valid leads (i.e., sincerely interested in Heimdal Security’s service).

8.3

Affiliate shall not transmit any so-called “interstitials,” “Parasiteware™,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-ons,” “Shopping Wallets,” or “deceptive pop-ups and/or pop-unders” to consumers from the time the consumer clicks a qualifying link until such time as the consumer has fully exited Heimdal Security’s site (i.e., no page from our site or any HeimdalSecurity.com’s content or branding is visible on the end user’s screen). As used herein “Parasiteware™” and “Parasitic Marketing” shall mean an application that (a) through accidental or direct

intent causes the overwriting of affiliate and non affiliate commission tracking cookies through any other means than a customer-initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing pop ups, commission tracking cookies to be put in place, or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of Heimdal Security site in IFrames, hidden links, and automatic pop ups that open HeimdalSecurity.com's site; (d) targets text on websites, other than those websites 100 percent owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on websites 100 percent owned by the owner of the application.

8.5

Affiliates that are found to be cybersquatting or typosquatting on trademark-related domains will be banned from the program with all their commissions reversed.

8.5

Affiliates should clearly and conspicuously disclose the terms and conditions of any incentives, points, rewards, cash, or prizes promised to consumers in return for their response to any advertisement

9. Grant of Licenses

9.1

We grant to you a nonexclusive, nontransferable, revocable right to (a) access our site through HTML links solely in accordance with the terms of this Agreement, and (b) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of HeimdalSecurity.com's Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of HeimdalSecurity.com and the goodwill associated therewith will inure to the sole benefit of www.heimdalsecurity.com.

9.2

Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene, or otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

10. Disclaimer

HEIMDALSECURITY.COM MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING HEIMDALSECURITY.COM SERVICE AND WEBSITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF WWW.HEIMDALSECURITY.COM ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

11. Representations and Warranties

11.1

This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.

11.2

You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party.

11.3

You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

12. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL WWW.HEIMDALSECURITY.COM'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

13. Indemnification

You hereby agree to indemnify and hold harmless HeimdalSecurity.com and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (a) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (b) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (c) any claim related to your site, including, without limitation, content therein not attributable to us.

14. Confidentiality

14.1

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement, which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

14.2

If you receive any document request, interrogatory, subpoena or other legal process ("Request") that would, by its terms, require the disclosure of any confidential information protected by this Affiliate Agreement, then promptly upon receipt thereof, and prior to making any response thereto, you will, unless otherwise prohibited by law or an order of a competent court, notify Heimdal Security in writing of your receipt of such Request, and shall provide a copy thereof. Upon receipt of such notice, Heimdal Security may seek to intervene in the matter in which the Request was issued to seek protection of the confidentiality provided for by this Section. Absent written agreement signed by Heimdal Security, you may not make such disclosure absent an order or directive from the tribunal from which a Request was issued. Heimdal Security will be entitled to seek and obtain injunctive relief preventing any breach of your obligations under this Section, without the need to show irreparable harm, and without the need to post a bond or undertaking.

15. Confidentiality

15.1

You agree that you are an independent contractor and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and www.heimdalsecurity.com. 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 any other of Your Site or otherwise, that reasonably would contradict anything in this Section.

15.2

Heimdal Security may use your personal information (a) for the purpose of facilitating your participation in the Network, which may include, indexing your name and relevant information about your business in the Network Publisher database, (b) making such information available to Network Advertisers in furtherance of possible business relationships, (c) to facilitate payments to you, (d) to contact you generally regarding your use of the Network (and you agree to receive email and other communications regarding the Network and your participation in the Network from Heimdal Security), (e) for overall benchmarking and analysis of the Network and (f) to conduct an investigation to determine if you have violated any provision of this Affiliate Agreement and as part of such investigation Heimdal Security may share your personal information with a third party or a law enforcement agency that needs such information in order to support such investigation. If you live or if you are a business that is headquartered in Europe, you hereby acknowledge and agree that your personal data may be transferred or stored outside the Europe in order to facilitate your use of our Program's details and previously-published affiliate newsletters, HTML codes (that provide for links to web pages within the HeimdalSecurity.com website), banner creatives, tracking codes for our coupons and deals, including processing commission payments owed to you by Network Advertisers. You agree that Heimdal Security may refer to you by name in connection with the Network and/or the performance or provision of any materials and services, including in communications sent to actual or prospective participants of the Network. Heimdal Security will not use any of your logos and/or other trademarks without your prior written approval, except as expressly provided in this Agreement. Any and all uses of your logos and/or other trademarks shall be in accordance with your specified usage and/or brand guidelines.

15.3

In the event of any dispute, controversy or claim arising out of or relating to this Agreement, the parties agree, at the request of either party, to appoint representatives to meet in good faith within thirty (30) days of such request, in order to resolve the dispute.

15.4

Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

15.5

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Denmark without regard to the conflicts of laws and principles thereof.

15.6

You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

15.7

This Agreement represents the entire agreement between us and you and shall supersede all prior agreements and communications of the parties, oral or written.

15.6

The headings and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

15.7

If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

This Affiliate Agreement is between you (“you”) and Heimdal Security A/S (HEIMDAL), a limited commercial agent organized and existing under the laws of Denmark, VAT nr. 35802495, address Vestergade 2 Street, 1456 Copenhagen.

IF YOU ARE AN INDIVIDUAL, YOU REPRESENT AND WARRANT THAT YOU WERE AT LEAST 18 YEARS OF AGE ON THE EFFECTIVE DATE OF THIS AGREEMENT. If you have registered for or on behalf of an entity you are deemed to have accepted this Agreement on behalf of that entity.

This "Agreement" refers to, individually and collectively depending upon the context, this Affiliate Agreement and any and all Network Policies and Guidelines or region specific payment policies, as in effect from time to time. The Network Policies can be accessed by clicking <https://www.shareasale.com/agreement.cfm> or such other link that we may advise you from time to time.

This Affiliate Agreement will govern your participation on the Network. By clicking the “Accept” or similar acceptance box in any other language, you agree that the effective date of this Agreement is the date on which you click “Accept”. To print a copy of this Agreement, please use your browser’s print command.

Contact Information:
Heimdal Security A/S
VAT nr. 35802495
Address Vestergade 2 Street, 1456 Copenhagen, Denmark