Daily Joust Affiliate Agreement

This Affiliate Marketing Agreement ("Agreement") contains the complete terms and conditions that apply to an individual's or entity's participation in the DailyJoust marketing program ("Marketing Program"). As used in this Agreement, "DailyJoust" or "DJ" means the website www.DailyJoust.com and its operator, Daily Joust Inc., and "you" means the individual or entity _____ which applied as the "AFFILIATE " for payment purposes on the DailyJoust Site.

I. GENERAL

1.1 By marketing to and referring new Users to DailyJoust, YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT. DailyJoust will automatically become counter-party to this Agreement.

1.2 IF YOU DO NOT WISH TO ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU MUST NOT PROMOTE DAILYJOUST OR WWW.DAILYJOUST.COM AND YOU WILL NOT BE COMPENSATED BY DAILYJOUST SHOULD YOU FAIL TO ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

II. DEFINITIONS

2.1 "Site" means the DailyJoust website located at www.dailyjoust.com and its related web pages.

2.2 "User(s)" means a DailyJoust account opened at the Site by a person, via a Referral Code assigned to you, during the term of this Agreement.

2.3 Qualifying User for compensation and tracking purposes means a user new to DailyJoust who has completed playing in at least 1 contest with a cash entry fee. A user may not become a Qualifying User on a second account or more than one account.

2.4 "Referral Code(s)" means the unique Tracking URL, Referral Name and Promotional Code(s) that DailyJoust will provide exclusively to you, through which DailyJoust will track and calculate Affiliate Fees.

2.5 "Tracking URL" means a unique hyperlink to the Site through which you refer potential Users to the Site. When the User opens his/her account, the system automatically logs the Tracking URL or Referral Name and records you as the Affiliate. You agree and acknowledge that if a potential user circumvents DailyJoust Tracking URL or Referral Name system, DailyJoust shall not be held liable for any Referral Fees otherwise claimed from said User's activity on the Site.

2.6 "Banners and Text Links" means the graphical artwork or text that you use to hyperlink Users from your site to the Site.

2.7 "Cash Contest" means a real money contest with (i) a cash entry fee where the contest has a sufficient number of users to enable the contest to be completed as specified for that contest, and (ii) a contest in which DailyJoust is able to earn Net Service Fees.

2.8 "Referral Fee" is the amount due and payable to you, based solely on DailyJoust system's data.

2.9 “Chargebacks” means uncollectable or charged back revenue attributable to a User.

2.10 “Net Service Fees” Contest entry fees less prize pool for a completed Cash Contest. For tournaments with an unlimited number of users, Net Service Fees will be contest entry fees less prize pool, up to a maximum of 10% of contest entry fees.

2.11 “Net Referral Fees” Net Service Fees earned from Qualifying Users on Cash Contests completed on the Site after the Qualifying User has created an account at the site, less (i) all promotional “Bonus Bucks” or virtual cash awarded to the user, and (ii) less 3% of cash deposit and withdraw amounts from the Qualifying User for external payment processing and admin costs, and (iii) less an aggregate deduction for any chargeback amounts, fraudulent play, and (iv) less other promotional expenses or payments to your Users, or other marketing expenses that DailyJoust incurs benefiting your Users which are approved by you.

III. TERMS & CONDITIONS

3.1 Identity and Disclosure. You must provide true and complete information to DailyJoust at all times; including but not limited to, your identity, contact information, payment instructions, nationality, residency, location and nature of your marketing activities, and any other information that DailyJoust may request from time to time. Each affiliate must be at least 18 years of age. You represent and warrant that you are over the age of 18 and have the capacity to enter into this agreement.

3.2 Marketing Activities and Responsibilities. You will, at your own cost and expense, market to and refer Users to the Site. You will be solely responsible for the content and manner of your marketing activities, subject to the limitations of this Agreement. In order to help you generate new additional Qualifying Users, you will be encouraged to publish an announcement or blog or similar content when DailyJoust announces a new contest type, new promotion or other special events. All marketing activities must be professional, proper and lawful under all applicable rules or laws in every jurisdiction in which you operate. You represent and warrant that you will not place Banners or Text Links to DailyJoust on any website/webpage, or use any media or medium, which is libelous, discriminatory, obscene, pornographic, unlawful or otherwise unsuitable. Under no circumstances may you market to or refer persons less than 18 years of age to the Site, regardless of the age of majority in the location you are marketing. DailyJoust has the sole and absolute discretion to reject any website, marketing activity or other media for any reason DailyJoust deem objectionable. If DailyJoust directs you to do so, you will immediately cease any rejected activity and DailyJoust will have the option to terminate this Agreement.

3.3 Free-Entry-Fee Contests You may promote free-entry-fee contests on the Site at the start of the Affiliate relationship and at least once per month to attract new users. DailyJoust may provide $100 or partial sponsorship of such free-entry-fee contests on terms to be mutually agreed between the parties.

3.4 Most Favored Nation You will publish and display DailyJoust marketing materials with equal or superior size, location, placement, frequency, prominence, on or within one click of your home page, as is offered to any other fantasy sports contest provider who would be reasonably considered a competitor of DailyJoust.

3.5 Approved Marketing Materials. You will only use marketing materials that have been provided by DailyJoust and/or pre-approved by DailyJoust. You will not modify DailyJoust marketing materials, copyrights, logos, etc., without DailyJoust written consent and may link to DailyJoust site only through DailyJoust approved marketing materials. During the term of this Agreement, DailyJoust grants you a terminable, non-exclusive, non-transferable right to use DailyJoust logo, trademark and other copyrighted promotional materials for the sole purpose of marketing to and referring Users to the Site. Under this agreement and for no other purpose whatsoever, DailyJoust will provide you, without charge, the guidelines, graphical artwork and permitted text to use in promotional materials. However, any CDs and other customized promotional materials provided to you will be AT COST and deducted from Affiliate Fees payable to you. All DailyJoust marketing materials must be immediately removed from your site upon termination of this Agreement by either party.

3.6 Non Assignment. Referral Codes are for your sole use and are not to be assigned to others, without DailyJoust written express consent.

3.7 Commercial Use Only. This Marketing opportunity is for commercial use only, and you may not sign up or make deposits to any account, directly or indirectly, through your Referral Code(s) for your own personal use, to fraudulently increase the Affiliate Fees payable to you or to otherwise defraud DailyJoust. In no event are you to receive Affiliate Fees on any revenues generated on your own user accounts at the Site. Violation of this provision constitutes Fraud Traffic.

3.8 Good Faith Marketing. You will not knowingly or unknowingly benefit from any known, unknown, suspected or unsuspected Fraud Traffic. For clarity, DailyJoust reserves the right to withhold or back-out amounts DailyJoust believes were generated by Fraud Traffic from Affiliate Fees on the Referral Codes, regardless of whether you participated in or knew about the Fraud Traffic. For further clarity, you may not (a) participate in, or benefit from Fraud Traffic (b) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to DailyJoust by any person or entity; (c) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of the Site; (d) make any orders or subscription requests, or engage in other transactions of any kind on the Site on behalf of any third party, or authorize, assist, or encourage any other person or entity to do so; (e) take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; (f) post or serve any advertisements or promotional content around or in conjunction with the display of DailyJoust marketing materials or the Site (e.g., through any "framing" technique or technology or pop-up windows), or assist, authorize, or encourage any third party to take any such action; (g) attempt to circumvent the referral fee schedule or artificially increase your referral fees (e.g. by intentionally featuring, purchasing or requesting or encouraging any third party to purchase enrollments offered on the Site (as determined by DailyJoust) for the purpose of exceeding any referral fee threshold); (h) attempt to intercept or re-direct (including, without limitation, via user-installed software) traffic from or on, or divert referral fees from, any web site that participates in the DailyJoust affiliate marketing program; or (i) seek to purchase or register any keywords, search terms or other identifiers that include the word "DailyJoust" or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service. If DailyJoust

determines, in its sole discretion, that you have engaged in any of the foregoing activities, DailyJoust may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement, you will forfeit any accumulated fees previously payable to you, and DailyJoust will have the option to immediately terminate this Agreement.

3.9 Monitoring. You acknowledge that DailyJoust may crawl or otherwise monitor your site for the purpose of ensuring the quality and reliability of affiliate links on your site, proper use of DailyJoust marketing materials, and compliance with all terms of this Agreement. You agree to not block such crawling or monitoring of your site by DailyJoust.

3.10 User Information. By opening an account at the Site, Users will be subject to all of DailyJoust rules, policies and operating procedures that govern their activity at the Site. DailyJoust reserve the right to refuse service to any potential User and to close the account of any User, at any time, for any reason or no reason, in DailyJoust's sole discretion. All data relating to the Users will remain the sole and exclusive property of DailyJoust and you acquire no right to such information, except as expressly stated herein.

3.11 Ownership. You acknowledge and agree that all ideas, designs, improvements, inventions, works of authorship, processes, techniques, concepts and Software, that are related to fantasy contests, and which are shared and discussed with you by DailyJoust during the term of this Agreement shall be the sole and exclusive property of DailyJoust.

IV. Reports & Payments

4.1 Reports. DailyJoust will track and report User activity on a daily basis for purposes of calculating your Affiliate Fees, and provide online access to preliminary reports of month-to-date estimated Affiliate Fees, estimated number of Qualifying Users and estimated number of new Qualifying Users. The form, content and frequency of the reports may vary from time to time in DailyJoust's sole discretion . At a minimum you will receive a monthly report with your payment indicating the number of Qualifing Users who completed cash contests that month, month-to-date Referral Fees, new Qualifying Users added, and your total accumulated Referral Fees. If Affiliate operates multiple web-sites, all reports will be provided per Referral Code.

4.2 Affiliate Fees will be in accordance with the following:

4.2.1 REVENUE PLAN

Volume of Net Referral Fees	Commission Rate to Affiliate
First $500 in monthly Net Referral Fees	%
Next $501 up to $1500 in monthly Net Referral Fees	%
Next $1501 up to $2500 in monthly Net Referral Fees	%
Next $2501 and higher in monthly Net Referral Fees	%

4.2.2. Prepayment on Initial Deposit – DailyJoust will prepay you 10% of the Initial Deposit of each Qualifying User, against future monthly Net Referral Fees for the Qualifying User. Such prepayment will be paid upon Qualifying User's completion of cash contests with entry fees equal to half of the initial deposit. If a new user withdraws some or all of the money initially deposited from their account before completing a cash contest, Daily Joust will deduct 10% of deposit amount from Net Referral Fees.

4.3 Time of Payment. Affiliate Fees will be paid within 10 days of the end of each month, except that, if the total amount due is less than $50, the balance will be carried over and added to the next month's Affiliate Fees until the total amount is more than $50. In the event, the balance amount carried over does not total $50 within a consecutive three (3) month period, then the amount due will be voided and cancelled, and DailyJoust may terminate this Agreement.

4.4 Holdover for Fraud Traffic. In the event Fraud Traffic on your Referral Codes is abnormally high, or there is suspicious activity, then DailyJoust may delay payment to you for up to one hundred and eighty (180) days to verify the transactions and to otherwise ensure that such Fraud Traffic is identified, reversed and properly allocated to your Affiliate Fees. Traffic from accounts for which the funding information cannot be identified or if the account holders refuse to supply requested information will be deemed suspicious activity, subject to holdover and such referred User's accounts may be suspended.

4.5 Method of Payment. All payments will be due and payable in United States Dollars only. Payment will be deposited into the Affiliate's username account at the Site, from which you can withdraw approved payments via PayPal and you will receive the PayPal Mass Pay service that enables transferring the payment to your bank account or PayPal account.

4.6 User Tracking. You understand and agree that potential Users must link through a Tracking URL, input your Referral Code, or input your promotion code for you to get referral credit. In no event, is DailyJoust liable for your failure or the user's failure to use or identify the right Referral Codes.

4.7 Disputes. Acceptance of payment transfer will be deemed full and final settlement of Affiliate Fees due for the month indicated. Hence, if you disagree with the reports or amount payable, do NOT withdraw payment from your affiliate account at the Site, and immediately send DailyJoust written notice of your dispute. Dispute notices must be received within thirty (30) days of the end of each month for which payment is made, or your right to dispute such report or payment will be deemed waived.

V. TERM AND TERMINATION

5.1 Term and Termination. This Agreement will take effect when you start promoting the Site. This Agreement will be continuous until terminated pursuant to this Section 5.

5.2 Termination By You. You may terminate this Agreement, with or without cause, immediately upon receipt by DailyJoust of your written notice. In addition, you may cease marketing the Site any time you want provided you promptly notify DailyJoust in writing that you have done so.

5.3 Termination By DailyJoust. DailyJoust may terminate this Agreement, with or without cause, upon thirty (30) days written notice to you. Further, DailyJoust also may terminate this Agreement immediately, without notice, in the following events:

(a) You materially breach this Agreement and do not cure within five (5) days of notice to cure; or (b) The total cumulative balance of Affiliate Fees due to you is less than $50 for three (3) consecutive months; or (c) DailyJoust determines, in DailyJoust's sole discretion, that you benefited from Fraud Traffic as set forth in Section 2.10 herein; or (d) DailyJoust determines you have ceased generating new users through online marketing or promotional activities,; or (e) DailyJoust determines you have breached your representations and warranties set forth in Section 3.2 hereof.

5.4 Effect of Termination: The following will apply upon the effective date of termination:

(a) You will cease promotional activity and all rights and licenses given to you under this Agreement will terminate immediately, except as expressly stated herein; (b) You will return all confidential information and cease use of any of DailyJoust trade names, trademarks, service marks, logos, banners and other designations of DailyJoust; (c) DailyJoust may leave open, redirect or deactivate any Referral Codes in DailyJoust's sole discretion without any obligation to pay you on new Users who come in or would have come in on those Referral Codes; (d) If the Agreement is terminated by DailyJoust without cause, DailyJoust will continue to pay you Affiliate Fees for each existing Qualifying User who signed up through the effective date of termination, up to the first 12 month Anniversary Date of each user. However if the Agreement is terminated by you without cause, or if terminated by DailyJoust for cause as outlined in Section 5.3, then then this Agreement shall terminate effective immediately and you will forfeit any and all Affiliate Fees due to you. If DailyJoust suspects Fraud Traffic, DailyJoust may withhold payments for up to one hundred eighty (180) days, from the original due date, to ensure that the payment is correct and that any fraud has been reversed out.

VI. LIABILITIES

6.1 No Warranties. DAILYJOUST DOES NOT WARRANT THAT OUR SYSTEM, NETWORK, SOFTWARE OR HARDWARE (OR THAT PROVIDED TO DAILYJOUST BY THIRD PARTIES) WILL BE ERROR-FREE OR UNINTERRUPTED. DAILYJOUST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR SUITABILITY OF OUR SYSTEM, NETWORK, SOFTWARE OR HARDWARE (OR THAT PROVIDED TO DAILYJOUST BY THIRD PARTIES). DAILYJOUST (OR OUR PROVIDERS OR UNDERLYING VENDORS) ARE NOT REQUIRED TO MAINTAIN REDUNDANT SYSTEM(S), NETWORK, AND SOFTWARE OR HARDWARE. YOU EXPRESSLY WAIVE ANY AND ALL CLAIMS YOU MAY OTHERWISE ASSERT ARISING FROM ANY DEFECT, ERROR OR BUG IN OUR SOFTWARE, SYSTEM NETWORK OR HARDWARE.

6.2 Billing and Collection Limitations. DailyJoust may in DailyJoust's sole discretion , with or without notice, use any available means to block or restrict certain Users, sign ups, deposits or play patterns so as to reduce the number of fraudulent, unprofitable transactions or for any reason whatsoever, including but not limited to daily or monthly purchase limits, age verification, address verification, or negative and positive credit card databases. DailyJoust does not guarantee or warrant the success of

such fraud prevention efforts. Nor would you or any Users have any rights or claims arising from DailyJoust's action to so block or restrict any User accounts or DailyJoust's failure to prevent fraud. You acknowledge and expressly agree that the criteria DailyJoust may use to block or restrict possible Fraud Traffic may impact or prevent play by your Users' accounts even if said Users have never engaged personally in Fraud Traffic.

6.3 Liability Limitations. Our obligations under this Agreement do not constitute personal obligations of the directors, officers, employees, affiliates, contractors, advisors or shareholders of DailyJoust. Further, you will indemnify and hold DailyJoust harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site including use of DailyJoust marketing materials. DailyJoust's liability is strictly limited to direct contractual damages, and IN NO EVENT WILL DAILYJOUST BE LIABLE FOR ANY TORT DAMAGE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNATIVE LOSS, LOST PROFITS, INJURY OR DAMAGE OF ANY KIND (REGARDLESS OF WHETHER DAILYJOUST HAS BEEN ADVISED OF THE POSSIBIITY OF SUCH LOSS). DAILYJOUST'S TOTAL LIABILITY FOR DIRECT DAMAGES ARISING FROM OR IN RELATION TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAYABLE BY COMPANY TO AFFILIATE UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT WHICH GAVE RISE TO ANY CLAIM OR POTENTIAL CLAIM HEREUNDER.

6.4 Indemnification. You will defend, indemnify and hold DailyJoust and DailyJoust officers, directors, employees and representatives harmless from and against any and all liabilities, losses, damages and costs, resulting from or arising from, your breach of this Agreement, including any which may result from your marketing to Users in jurisdictions which may restrict or prohibit user use of online fantasy sports contests.

VII. INDEPENDENT INVESTIGATION

7.1 Independent Investigation. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF MARKETING DAILYJOUST.COM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

7.2 Independent Research. YOU HAVE INDEPENDENTLY EVALUATED THE LAWS IN YOUR LOCALE WHICH APPLY TO YOUR ACTIVITIES AND REPRESENT AND WARRANT THAT YOU MAY PARTICIPATE IN OUR AFFILIATE PROGRAM, AS DESCRIBED, WITHOUT VIOLATING ANY APPLICABLE RULES OR LAWS.

VIII. MISCELLANEOUS

8.1 Notices. All notices pertaining to this Agreement will be given by email as follows: to DailyJoust at affiliates@dailyjoust.com and, to you at the postal and/or e-mail address provided at the end of this Agreement. Changes in postal or email address may not be considered for delivery of Notices until confirmed by the other party.

8.2 Relationship of Parties. There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you or DailyJoust under this Agreement. Neither party has the authority to bind the other nor to incur any obligation on the other's behalf, except as expressly provided herein. Nothing in this Agreement will be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement.

8.3 Non Exclusive. You understand that DailyJoust may at any time (directly or indirectly), enter into marketing terms with other affiliates on the same or different terms as those provided to you herein and that such affiliates may be similar, and even competitive, to you. You are not entitled to any compensation, claim or adjustment to your Agreement in the event DailyJoust enters into affiliate relationships or marketing relationships with third parties. You understand that DailyJoust may re-direct traffic and users from the DailyJoust site to any other website that DailyJoust deems appropriate in DailyJoust's sole discretion, without any additional compensation to you.

8.4 Confidentiality and Non Disclosure. As an affiliate for the Site you will receive confidential information from DailyJoust including DailyJoust marketing plans, marketing concepts, structure, fees and payment structure. This information is confidential to DailyJoust and constitutes DailyJoust's proprietary trade secrets. Therefore, you are not to disclose this information to third parties without express prior written consent of DailyJoust. Unauthorized disclosure of DailyJoust confidential information will constitute a material breach of this Agreement and may lead to immediate termination.

8.5 Press. You may not issue any press release with respect to this Agreement or your participation in this Marketing Program without the prior written consent of DailyJoust.

8.6 Assignment. This Agreement and the rights and obligations hereunder may not be assigned by you without express prior written consent of DailyJoust. DailyJoust reserves the absolute right to refuse consent to any assignment for any reason or no reason.

8.7 Governing Law. The validity of this Agreement, its construction, interpretation, and enforcement, and the rights of the parties hereto will be determined under, governed by, and construed in accordance with the laws of California, USA.

8.8 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or breach of this Agreement, shall be settled by binding arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. There will be one arbitrator, mutually agreeable to the Parties, or if the Parties cannot agree on an arbitrator, then one will be appointed by a court of competent jurisdiction in Santa Clara County, California. The losing Party will pay all the expenses of the arbitration and/or enforcement action, including attorney fees. Arbitration shall take place in Santa Clara County, California unless the parties mutually agree to use another location.

8.9 Force Majeure. The parties' obligations under this Agreement are subject to and neither party will be liable for, failure to perform, damage, or malfunction of any equipment, or any consequences thereof occasioned by or due to fire, flood, water, the elements, labor disputes, power failures, explosions,

governmental actions, unavailability of transportation, acts or omission of third-parties, or any other causes beyond the party's reasonable control.

8.10 Severability/Waiver. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

8.11 Modification. DailyJoust may modify any of the terms of this Agreement at any time, in DailyJoust's sole discretion , by emailing you a change notice. It is your responsibility to read all emails from affiliates@DailyJoust to make sure you are up to date with the latest terms and conditions of DailyJoust Marketing Program. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM 30 DAYS AFTER POSTING OR EMAIL NOTICE OF CHANGE WILL BE DEEMED BINDING ACCEPTANCE OF THE MODIFICATION.

8.12 Entire Agreement. This Agreement embodies the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings or agreements between the parties, written or oral, which may be related to the subject matter hereof. The headings in this Agreement are for convenience only and will have no effect on the construction of this Agreement.

IN WITNESS WHERE OF, you expressly agree to the terms and conditions of this Agreement:

Affiliate _____

Name/Title _____

Signature _____

Date _____

Email _____

Postal Address _____

Phone _____

Requested Referral Code _____