



Last Modified December 7, 2024

## **PONTA AFFILIATE PROGRAM TERMS**

Welcome to Ponta Inc.!

These "Terms" apply to all of the Products and Services offered by/on Constructionplace.com:

<http://www.constructionplace.com>

<https://linktr.ee/constructionplace.com>

If you have any questions about these Terms, please [contact us](#) through our web sites or write to us at:

Terms of Use Matters  
C/O Ponta, Inc.  
PO Box 153  
Moraga, California 94556  
USA

Thank you for participating in the Ponta Affiliate Program!

Under the Ponta Affiliate Program, you may be eligible to receive cash payouts from Ponta when you sign up for the Ponta Affiliate Program. There is no maximum aggregate amount that you will be eligible to receive from Ponta as part of the Ponta Affiliate Program. If you are eligible to receive cash, Ponta will credit your designated PayPal account.

### **Introduction**

The terms set out in this document ("Terms") will apply to your participation in the Ponta Affiliate Program and the Products and Services that Ponta offers in connection with the Ponta Affiliate Program, including creating your Ponta Affiliate Program account and cash payouts on your contacts purchases when registered on Constructionplace.com using your Ponta Affiliate Program URL (Unique Identification Link).

By enrolling for the Ponta Affiliate Program, you agree to be bound by these Terms.

The term "you", "yours", and similar terms refers to the individual who has created a Ponta Affiliate Program account and uses the Constructionplace.com Services and/or participates in the Ponta Affiliate Program.

### **How the Ponta Affiliate Program Works**

You get access to an Affiliate Program URL (Unique Identification Link) for sharing with others. You are not an employee, partner or co-venture of, or in any other service relationship with Ponta. The manner in which you share this URL will be within your sole control and discretion. You are not authorized to speak for, represent, or obligate Ponta in any manner without the prior expressed written authorization from Ponta.

## Eligibility for the Ponta Affiliate Program

To participate in Ponta Affiliate Program, you must:

- Be at least 18 years of age.
- Have a Constructionplace.com account. If you don't have a Constructionplace.com account, you can create one.
- Enroll in this Ponta Affiliate Program.
- Keep the Affiliate Program Maintenance fees current.
- Have an account with PayPal and share your PayPal.Me link with us. To get your PayPal.Me link log into [PayPal](#) and create your PayPal. Me link :



PayPal.Me  
Get your link and get paid

It's [paypal.me/PontaInc](#) and you can share  
it anytime to get paid fast.

Manage PayPal.Me

Any issues with signing up for or using PayPal should be directed to PayPal.

- Additionally, you are ineligible to participate in this Ponta Affiliate Program if Ponta is prohibited from allowing you to participate in the Ponta Affiliate Program under applicable law.
- If at any time we suspect that you have provided false information or are engaging in fraudulent activities or activities that violate these Terms or the terms of the Ponta [Terms of Use](#), we may suspend or terminate your Ponta Affiliate Program account and disallow payouts to you.
- You cannot earn Affiliate Program cash payouts unless you have signed up for a Ponta account and enrolled in the Ponta Affiliate Program
- You cannot earn an Affiliate Program cash payout on any Services and Projects purchased by you.

## Eligible Products and Services

Ponta Affiliate Program offers the following Products and Services and current cash payout percentages:

1. 70% of spends for **Service Plans** (See schedule below);
2. 5 % of Ponta's net profit for bona fide **Contract Services** such as, but not limited to, Construction Management or Consulting Services purchased from Ponta Inc. Said net profit will be calculated upon completion date of the respective project(s) and after all costs and expenses have been reconciled by Ponta Inc. (See schedule below);
3. 10% of customer **Advertising** spends (See schedule below); and
4. 10% of **Publication** spends (See schedule below).

Service Plans Schedule		
Plans	Fee to Ponta	Payout
Free	\$0.00	NA
Pro	\$59.95	70%
Elite	\$599.95	70%

Contract Services Schedule		
Gross Contract Amount	Fee to Ponta	Payout
\$5,000 and less	5% but not less than \$200.00	5%
\$5,001 to \$500,000	1% but not less than \$250.00	5%
\$500,001 to \$1,000,000	.75% but not less than \$5,000.00	5%
\$1,000,001 to \$10,000,000	.50% but not less than \$7,500.00	5%
Over \$10,000,000	.25% but not less than \$50,000.00	5%

Advertising Schedule Fees to Ponta and Payout	
257 x 51 Pixels	Payout
Home page (special order placement) \$1,500.00 US-Dollars per month (Six month minimum)	10%
Other pages \$1,500.00 US-Dollars per month (Six month minimum)	10%
Sponsors page \$500.00 US-Dollars per month (No minimum)	10%
100 x 100 Pixels	
Home page (special order placement) \$1,000.00 US-Dollars per month (Six month minimum)	10%
Other pages \$500.00 US-Dollars per month (Six month minimum)	10%
Glossary Page Advertising	
Hyperlink under Term or Condition of your choice \$95.00 US-Dollars per month (Six month minimum)	10%

Publications Schedule		
Publication	Fee to Ponta	Payout
Construction Management Made Easy PDF	\$12.95	10%
Construction Like Sushi PDF	\$12.95	10%
Construction Like Sushi with all Worksheets	\$115.95	10%
Individual Worksheets	List Price	10%

## Non-Eligible Products and Services

You are not eligible to receive any payments or commissions from any of the following:

1. Percentage fees, royalties or other remuneration in connection with any other revenues or proceeds received by Ponta Inc.;
2. Free Trial offers;
3. Reimbursable or out of pocket expenses received by Ponta Inc for Contract Services;
4. Referral Program Services offered by Ponta Inc.;
5. Courses and Training Services offered by Ponta Inc.; and
6. No override payments for registered users under your Affiliate Program URL.

Ponta reserves the right, in its sole discretion, to add, modify or change these aforementioned Schedules at any time without giving you any notice. Ponta may give discounts from time to time at its sole discretion via promotional codes or direct discounts on Constructionplace.com Products and Services. ALL CASH PAYOUTS WILL BE PAID ON THE FINAL PRICE (PRICE LESS DISCOUNT). The Affiliate Program amount for which you are eligible is calculated based on the final payments we receive from the Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT RESPONSIBLE FOR OR LIABLE TO YOU IN THE EVENT THAT THE BUYER DOES NOT CREDIT PONTA AS THE SOURCE OF THE PURCHASE OR IN THE EVENT THAT PONTA IS NOT ABLE TO VERIFY ELIGIBILITY OF THE PURCHASES.

## Payments

Affiliate Program earnings will be deposited to your PayPal account of record after a holding period to process any adjustments. Holding periods will be determined by Ponta at its sole discretion or a minimum of 30 calendar days from the end of the month for which the cash payout cutoff period ends. **For example:** If the cutoff date for the cash payout period ends on May 31<sup>st</sup> the 30 calendar day holding period begins on June 1<sup>st</sup>. So on or about July 1<sup>st</sup> the cash payout for May will be deposited into your PayPal Account.

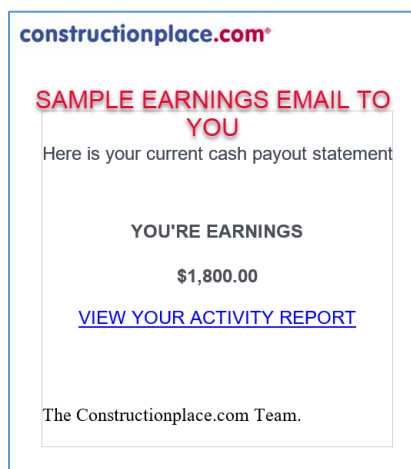
If the Buyer fully or partially cancels, returned or otherwise voided a purchase (even after the waiting period has passed), we reserve the right to adjust your Affiliate Program account accordingly. You can dispute any issues with support by contacting us.

In addition, if we believe there is any fraudulent or abusive use of the Ponta Affiliate Program, we reserve the right to suspend your Affiliate Program payment while we investigate such behavior.

Ponta will not send you a payment if Ponta is prohibited from doing so under applicable law including sanctions.

YOU NEED TO ACCRUE \$100.00 IN AFFILIATE PROGRAM EARNINGS TO MEET THE PAYMENT THRESHOLD AND GET CASH PAYOUTS.

You will receive cash payout statements for your earnings:




Your Affiliate Activity Report will look like this:

Affiliate Activity Report									
Paid On: <span>Please select</span>		Update your PayPal.Me link to receive payments.							
Buyer (Last Name)	Ordered On	Item	Quantity	Total Price	Percentage Earned %	Earnings	Adjustment Amount	Final Earnings	Adjustment Comment
Total:						0.12	0.00	0.12	
Total Cash Payout: 0.12 (Total Earnings) - 0.00 (Total Adjustment) = \$0.12									
<small>           * You need to accrue \$100.00 in Affiliate Program earnings to meet the threshold and get cash payouts.            * Eligible cash payouts are subject to a 30 minimum calendar day holding period to process any adjustments.            * Report cuts off at the end of each month and affiliate program shuts off if Maintenance fee is not paid.         </small>									

BY ENROLLING IN THIS AFFILIATE PROGRAM YOU AUTHORIZE US TO ACCESS YOU ACTIVITY REPORT TO MAKE ANY ADJUSTMENTS INORDER FOR US TO PROCESS CASH PAYOUTS TO YOU.

Here is a sample email composed for you to invite others to use your URL:

Unique ID Number

<https://www.ConstructionPlace.com/Identity/Account/Register?key=e467bfd7159>


From: gwesternoff@gmail.com

To:

Cc:

Subject: Constructionplace.com Invitation

Send

SAMPLE INVITATION EMAIL

EDITABLE BY YOU

Hope all is well with you.

I am an Affiliate on Constructionplace.com a Ponta Inc company.

This is a great mobile web site for improving overall project efficiency for any type or size project and registration and most as-needed services are free.

To register just click on this link <https://www.ConstructionPlace.com/Identity/Account/Register?key=396efed46c3e>. Or copy and paste it into you browser. This is my unique Affiliate Program URL that enables me to get cash back on most products or services you may purchase on Constructionplace.com.

Any Constructionplace.com registered user can become an Affiliate Program participant.

Please contact me if you have any questions.

Sincerely,

W Gary Westernoff

## Taxes

You are responsible for any taxes and charges you may incur as a result of our payment of Affiliate Program to you. To the maximum extent permitted by applicable law, Ponta is not liable or responsible for

your problems accessing PayPal or withdrawing funds. Here is a link to [W-9 form](#) that may be required if you exceed the current income threshold.

## **Ponta Affiliate Program Fees**

The Ponta Affiliate Program Fee is to cover the costs associated with maintenance and administration of your Ponta Affiliate Program account and conduct analysis for the improvement and optimization of the Ponta Affiliate Program.

BY PARTICIPATING IN PONTA AFFILIATE PROGRAM, YOU AUTHORIZE THE SHARING, EXCHANGE AND USE OF TRANSACTION DATA DESCRIBED ABOVE AND HEREIN BY AND AMONG PONTA, OUR BUSINESS PARTNERS AND APPLICABLE BUYERS. YOU MAY OPT OUT OF THE SHARING OF SUCH INFORMATION BY TERMINATING YOUR PARTICIPATION IN THE PONTA AFFILIATE PROGRAM.

## **Changes to Terms**

We may change these Terms at any time. If you don't agree to the new Terms, you must opt-out of Ponta Affiliate Program and terminate your enrollment.

If we make any changes to the terms we reasonably consider such changes will materially negatively impact your use of Ponta Affiliate Program, we will give you at least 30 days' notice of the changes.

## **Termination**

WE MAY TERMINATE THE PONTA AFFILIATE PROGRAM AT ANY TIME PROVIDED THAT WE GIVE YOU REASONABLE NOTICE IN ADVANCE. AND IF WE TERMINATE THE PROGRAM THE PAYMENT TERMS HEREIN ABOVE SHALL APPLY.

You can opt-out from the Ponta Affiliate Program at any time by closing your Ponta account or opting-out from Ponta Affiliate Program enrollment. If you choose to close your Ponta account or opt-out from Ponta Affiliate Program, you will be unable to access your Ponta Affiliate Program page.

After you close your account, you'll receive a final payment within approximately 90 days of the end of the month, provided that: Your account payout balance is greater \$10.00.

In the event of termination all of your Ponta Affiliate Program Buyers shall automatically be assigned to Ponta effective on the termination date.

## **Assignment**

Notwithstanding anything to the contrary in this Ponta Affiliate Program, neither the Affiliate Program URL nor any rights granted herein shall be assignable by you.

**End**