



Affiliates Terms and Conditions

To be an authorized affiliate of VirOBiz Affiliate Program by WebPuzzleMaster, LLC, you agree to abide by the terms and conditions contained in this agreement.

Please read this agreement carefully before applying for registration in the VirOBiz Affiliate Program. By signing up for VirOBiz Affiliate Program, you indicate your acceptance of this agreement and all its terms and conditions as stated below.

Introduction:

You, the affiliate of VirOBiz Affiliate Program henceforth called the "licensee" agree to all terms and conditions specified in this document. Your agreement is with WebPuzzleMaster, LLC (WPM) and applies to the project called VirOBiz Viral Marketing Tool, henceforth called The "project," available for sale to customers at VirOBiz.com with promotional tools and a unique affiliate link and statistical information for use by the license available at the licensee's VirOBiz Affiliate Program online interface henceforth called the "Site". This Agreement constitutes the entire and only agreement between WPM and the licensee and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content and products provided by or through the Site and the subject matter of this Agreement. This Agreement may be amended at any time by WPM. As a courtesy to you, notifications of changes will be sent to you by email. Changes are valid even if you do not receive such email notifications. The latest Agreement will be available to you when you login to the site. You are encouraged to review this Agreement before promoting the Product with your affiliate link.

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Limited Right to Use:

Our website grants the licensee a non-exclusive limited license to promote The Project in accordance with these Terms and Conditions issued by WPM.

a) LIMITED USAGE GRANTED

A licensee may promote the Project on one or more websites or blogs that belong to the licensee and meet approval by WPM. A licensee may promote the Project through email

marketing provided the mailing is sent to the licensee's opt-in list that is maintained in strict compliance with state and federal laws regarding bulk email. A licensee may promote the project through social media sites in compliance with regulations required by those websites. A licensee may also promote the Project through offline methods as described in The Site.

b) MODIFICATIONS

A licensee is NOT authorized to make any modification(s) to the Project to fit their purposes.

c) ASSIGNABILITY

A licensee may not sub-license, assign, or transfer this license to anyone else without prior written consent from WPM. A licensee's right to use the Site is not transferable. Any password or right given to you to obtain information from the Site is not transferable.

Promotion of the Project

(a) Promotion through banner ads:

A licensee may use any or all banner ads that are provided by WPM for the promotion of The Project. A licensee may create his or her own banner ads, provided that they are approved by WPM prior to display and distribution through the licensee's website, blog, ezine or other online or offline publication.

(b) Use Links Carefully:

A licensee is free to use VirOBiz promotional links and text ads anywhere on his or her web pages, blog, ezine, email list or to email the link address to individual friends. However, do not send unsolicited email, or "spam" containing your affiliate link. You are solely responsible for the consequences of sending unsolicited email or news postings. Do not use your affiliate link in any contextual advertising, for example Google AdWords. We have zero tolerance policy for affiliates who don't follow these rules, and your account will be blocked immediately for further investigation. Commission from such an account is not refundable.

Zero Tolerance Spam Policy:

Spam is defined as any unsolicited email whether commercial or non-commercial in nature. Spam includes, but is not limited to email spam, fax spam and search engine spam. All affiliates are expected to adhere to VirOBiz Affiliate Program's no spam policy. If you run a newsletter, ezine, or other kind of bulk email service, you must have evidence that people signed up to receive email from you. Any and all spam complaints will be investigated thoroughly. Any affiliate that engages spam or in promoting prohibited products or services in connection with their site in any way shall have their affiliate account terminated and may lose any or all affiliate commissions due to them. The site owner also shall be held liable for any and all damages and/or losses that may result as a consequence.

Payment for Licensees:

Licensees can review commissions due to them, payments made and other statistical data related to their account at any time using their online interface.

(a) Commission Amount:

Licenses commissions are based on the following 2-Tier Payment system. Tier 1 commissions pay affiliates 10% - 25% on gross sales monthly for packages and upgraded packages purchased by customers via their unique affiliate link. This is an ongoing commission that is paid monthly as long as those customer accounts remain active. Tier 2 commissions pay affiliates 20% on all commission amounts paid to affiliates who are enrolled and approved as a result of the Licensee's affiliate ID. The licensee's starting commission rate is determined by WPM and based upon the value of the licensee's list and their potential for our Project customer acquisition. Commissions are paid monthly to a licensee for all active customers signed up through their affiliate link.

(b) Commission Increases:

For each 100 new accounts achieved by a Licensee, they are automatically rewarded with a 5% increase in commission to a maximum of 25%.

(c) Customers Acquired Through Cookies:

All customers who arrive on the VirOBiz.com site via a licensee's affiliate link will receive annual cookies on their computers. The licensee will receive full credit for such customers during affiliate cookie annual period. WPM is not responsible for sales not tracked to a licensee because of cookies being disabled by a customer.

(d) Customer Refunds:

If we must refund a customer's purchase that the licensee received a commission for, the commission for that purchase will be subtracted from that licensee's future commission earnings. Refunds can occur due to various reasons such as fraud credit card purchase, suspicious order, bank charge backs etc.

(e) Commission Exclusions:

Licenses do not receive commission for any set up fees or optional services outside of the packages, even if they are related to the Project.

(f) Failure to Credit Licensee with a Sale:

The likelihood of sales not being tracked and applied to a licensee are very unlikely. We use sophisticated affiliate tracking software that has a high rate of reliability. If however, the purchase was made successfully but commission was not added to the licensee's account there may have been a problem with our server (pages not loading or loading very slow). If this is the case, we will manually add commission to the licensee's account. We will request order information to verify the order.

(g) Form of Payment:

Licenses are paid in US dollars or their equivalent (when International) through PayPal. Licenses are required to have a PayPal account in order to be paid. Licenses are notified by autoresponder when payments have been made to their PayPal account for sales related to The Project. Payments are made by WebPuzzleMaster, LLC. Monthly commissions are deferred until the account balance is greater or equal to \$100. WPM reserves the right to modify the terms of commission structure and delivery for licenses of the Project at any time.

Buying Products From Your Affiliate Link for Your Own Personal Use:

A licensee is prohibited from buying and getting paid a commission on The Project from

their own affiliate link. Affiliates are paid on two levels of commissions and are not permitted to receive a second level of payment as the result of their own account.

Billing Process:

Licensees may not engage in direct billing for The Project via their own payment gateway. Customers that are acquired through the affiliate's promotional efforts belong solely to WPM. Should we find that a licensee is making use of a script that interferes with our billing process, this will be grounds to terminate their account without any further notification and their commission will not be paid.

Indemnification:

WPM and VirOBiz Affiliate Program Indemnity. WPM should indemnify, defend and hold you, and each of the officers, directors, employees, agents and representatives harmless from any and all actions, claims, damages, expenses and liabilities of any nature whatsoever (including reasonable attorney's fees and other legal costs) ("Losses") incurred or suffered by any such your Indemnitees arising out of, or in connection with any third party claim, demand or cause of action (each a "Claim") based upon or arising out of (i) any breach of this Agreement by WPM for the VirOBiz Affiliate Program, (ii) VirOBiz Affiliate Program gross negligence or willful misconduct; (iii) the development, operation, maintenance and content of the VirOBiz Affiliate Program Product Repository; (iv) infringement or other violation by any Product, Product Description, Sample, or Brand Feature of a third party's privacy rights, publicity rights or other proprietary rights; (v) any Product, including and defect thereof. VirOBiz Affiliate Program obligations hereunder shall be subject to your (a) promptly notifying WPM of a Claim or threatened Claim covered by such indemnification; (b) tendering sole control of the defense and settlement of such Claim to WPM (WPM and the VirOBiz Affiliate Program shall not enter into any settlement agreement that adversely affects you without your prior written consent); and (c) cooperating with such defense and/or settlement at the expense of WPM.

Licensee Indemnity. The Licensee shall indemnify, defend and hold WPM, its Affiliates and each of the officers, directors, employees, agents and representatives of VirOBiz Affiliate Program harmless from any and all Losses incurred or suffered by such VirOBiz Affiliate Program Indemnitees arising out of, or in connection with, any third party Claim based upon or arising out of (i) any breach of this Agreement by you, the licensee; (ii) your gross negligence or willful misconduct; (iii) the development, operation, maintenance and content of your site(s) (excluding any VirOBiz Affiliate Program Property displayed thereon); or (iv) infringement or other violation by your site or your other Property of a third party's privacy rights, publicity rights or other proprietary rights. Your obligations hereunder shall be subject to WPM and ViroBiz Affiliate Program (a) promptly notifying you of a Claim or threatened Claim covered by such indemnification; (b) tendering sole control of the defense and settlement of such Claim to you (provided that you shall not enter into any settlement agreement that adversely affects WPM LLC and VirOBiz Affiliate Program without prior written consent by WPM); and (c) cooperating with such defense and/or settlement at your expense.

Disclaimer:

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If you do not agree with all of the above mentioned terms and conditions then you should not apply for consideration as a licensee by WPM for the VirOBiz Affiliate Program and you have no rights or access to the Site for compensation or any other purposes other than becoming a customer of the Project.