

## UniversalBusinessListing.org Affiliate Agreement

### Affiliate Agreement

The following are the terms and conditions of participating in the UniversalBusinessListing.org

Affiliate Program. "Affiliate" refers to you or your Company \_\_\_\_\_, located at \_\_\_\_\_ and "UBL" refers to UniversalBusinessListing.org, a service of Name Dynamics, Inc. located at 6701 Carmel Road, Suite 202, Charlotte NC 28266.

### Payments and Commissions

UniversalBusinessListing.org will pay the Affiliate a \$10 commission of each UBL sale which is identified by a visitor from Affiliate's web site using their unique Affiliate Link.

Affiliate commission shall be paid by company check approximately every 30 days, approximately 15 days after the prior period. UniversalBusinessListing.org reserves the right to modify the payment schedule as long as notice is posted to the Web site. If commission does not exceed \$200 for prior period, UniversalBusinessListing.org reserves the right to hold payment until commissions accumulate to \$200 or more.

Although the Affiliate Program is not limited to the U.S. all payments will be made in U.S. dollars.

If a qualifying sale is canceled or refunded, the related commission will be deducted from the next monthly payment.

All Affiliates are NOT employees of UniversalBusinessListing.org and are responsible for their own local, state, or country taxes.

All Affiliate applications are subject to approval by UniversalBusinessListing.org.

Both UniversalBusinessListing.org and the Affiliate reserve the right to terminate this agreement at any time. If canceled, outstanding commissions for current period at time of cancellation shall be paid in the next monthly payment so long as rules of this agreement were not violated by the Affiliate.

Affiliate will be issued an "Affiliate Link", or unique URL, which allows UniversalBusinessListing.org to identify visitors from your site as originating from you. These visitors are tracked with this unique URL and sales are recorded with your Affiliate Id. To receive commissions, you must use the provided Affiliate Link. The URL may be in various forms such as a banner, image, or text link.

UniversalBusinessListing.org reserves all rights in or to its trademarks and service marks but may be used by Affiliate in accordance with this agreement. The UBL trademark may not be used to register internet domain names for any purpose, nor to create product nor business names that might in any way lead people to be confused as to the ownership of such names and trademarks. Affiliate may in no way display a UniversalBusinessListing.org logo, image, or trademark which may be distasteful, defame, or misrepresent.

Affiliate shall not misrepresent UniversalBusinessListing.org products or services.

Affiliate is solely responsible for ensuring that their Affiliate Link is setup properly to qualify for commissions.

Affiliate agrees to not send unsolicited mail or SPAM mail to promote any of UniversalBusinessListing.org products or services. This action WILL RESULT in immediate termination of your account with a cancellation of any pending commissions. Affiliate will also be in violation of the UniversalBusinessListing.org Affiliate Agreement and subject to legal action.

Prohibited Sites that promote: sexually explicit material or violence do not qualify as an Affiliate. Sites that promote discrimination based on race, sex, religion, national origin, and physical disability, shall not be accepted. Sites that promote illegal activities shall not be accepted. Do not apply if your site promotes these kinds of activities. By applying, you are stating that your Site does not directly promote or endorse these activities.

## **Term of Agreement**

This agreement remains in effect until cancelled by either party.

Commissions earned through the date of expiration or cancellation of this agreement will remain payable only if the qualifying sales are not cancelled or refunded by the referred Customers. 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.

## **Disclaimer**

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

## **Privacy**

To protect UniversalBusinessListing.org customer privacy, we cannot provide identifying customer names and contact information to you. However, we will provide an online report detailing price, service, date of sale, and perhaps other data for your records.

## **Independent Contractor**

The relationship between UniversalBusinessListing.org and Affiliate established by this Agreement is that of independent contractors. UBL and Affiliate shall each conduct its respective business at its own initiative, responsibility and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein. Term "Affiliate" shall not be interpreted as a legal partner or affiliate, simply as an independent contractor for UniversalBusinessListing.org under this agreement.

Limitation of Damages UniversalBusinessListing.org shall not be held liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or program, even if UniversalBusinessListing.org has been advised of the possibility of such damages. UniversalBusinessListing.org aggregate liability arising under or with respect to this agreement or the program shall in no event exceed the total commissions paid or payable by UniversalBusinessListing.org under this agreement. Affiliate understands that Affiliate tracking can never be 100% accurate and UniversalBusinessListing.org is not responsible for inaccuracies that might occur beyond its control. Tracking of Affiliate sales depend on several factors which are out of the control of UniversalBusinessListing.Org. It is the goal of UniversalBusinessListing.org to make Affiliate tracking as accurate as possible; however, UniversalBusinessListing.org cannot guarantee 100% tracking for situations beyond its control.

## **Warranty Disclaimer**

UniversalBusinessListing.org makes no warranties expressed or implied with regard to Affiliate Program except as outlined in this agreement.

Governing Law This agreement shall be governed by the laws of the State of North Carolina and the United States.

# Universal Business Listing

List Once. Be Found Everywhere.

[www.UBL.org](http://www.UBL.org)

**Agreement:** (Note: Affiliate is also required to register online to set up account.)

Signed: \_\_\_\_\_ Name, Title, UBL: \_\_\_\_\_

Signed \_\_\_\_\_ Name, Title, Affiliate: \_\_\_\_\_

Date: \_\_\_\_\_

Printed contact name: \_\_\_\_\_

Business address (for mailing commissions): \_\_\_\_\_

UBL Registered email ID: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Main Website of Business and/or Site where Affiliate links are generally to originate:

http://www. \_\_\_\_\_

http://www. \_\_\_\_\_

**Fax signed copies to: 888-286-1432**

**or email [Affiliate@UBL.Org](mailto:Affiliate@UBL.Org)**

UniversalBusinessListing.org is a service of Name Dynamics, Inc.