

UniversalBusinessListing.Org Agency Agreement

Agency Agreement

The following are the terms and conditions of participating in the UniversalBusinessListing.Org Agency Program. "Agency" refers to yourself or your Company (_____) located at _____), and "UBL" refers to UniversalBusinessListing.Org, a service of Name Dynamics, Inc., located at 7810 Ballantyne Commons Parkway, Suite 300, Charlotte 28277

Payments and Commissions

UniversalBusinessListing.Org will bill Agency \$20 per listing per year, which is \$10 off the UBL market rate of \$30 based on 100 annual listing minimum. The Agency will send listings by bulk file to UBL which will invoice Agency monthly on new or renewed submissions. Agency will bill and maintain customer accounts itself.

Invoices are due upon receipt. UniversalBusinessListing.Org will request payments in advance until such time as positive credit history has been developed. The standard period for this history to be established is 100 listings.

Although the Agency Program is not limited to the U.S. all payments will be made in U.S. dollars. There are no refunds available as UBL will be processing immediately upon receipt of the listings from Agency.

All Agencies are NOT employees of UniversalBusinessListing.Org and are responsible for their own local, state, or country taxes. All Agency applications are subject to approval by UniversalBusinessListing.Org.

Both UniversalBusinessListing.Org and the Agency reserve the right to terminate this agreement at any time. If canceled, outstanding invoices must be paid immediately.

Agency will be issued a "template" spreadsheet format in which to enter listing data for bulk delivery to UBL, or will be provided with an API. This template may change from time to time according to industry or other requirements.

UniversalBusinessListing.Org reserves all rights in or to its trademarks and service marks but may be used by Agency in accordance with this agreement. The UBL trademark may not be used to register internet domain names for any purpose. Agency may in no way display a UniversalBusinessListing.Org logo, image, or trademark which may be distasteful, defame, or misrepresent.

Agency shall not misrepresent UniversalBusinessListing.Org products or services.

UBL will offer guidelines for listing profiles to be successfully published but in no way guarantees acceptance by any publisher. Agency is solely responsible for insuring that their listing data is appropriate to be submitted to UBL distribution sites.

Agency 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. Agency will also be in violation of the UniversalBusinessListing.Org Agency Agreement and subject to legal action.

Prohibited Sites: Sites that promote sexually explicit material or violence do not qualify as an Agency. 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 affect until cancelled by either party, and outstanding invoices are paid in full.

Disclaimer: UniversalBusinessListing.Org will make every reasonable effort to ensure delivery of listings. 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: Account information will be kept private at all times. However, the listings by their nature are to be made freely available to all legitimate directory publishers and hence will be made public. UBL will not directly provide this data to any non-directory entity.

Independent Contractor: The relationship between UniversalBusinessListing.Org and Agency established by this Agreement is that of independent contractors. UBL and Agency 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 "Agency" shall not be interpreted as a legal partner, simply as an independent contractor 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's aggregate liability arising under or with respect to this agreement or the program shall in no event exceed the total fees paid or payable by UniversalBusinessListing.Org under this agreement.

Warranty Disclaimer: UniversalBusinessListing.Org makes no warranties expressed or implied with regard to Agency 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.

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

Signed: _____ Name, Title, UBL: _____

Signed _____ Name, Title, Agency: _____

Date: _____

Fax signed copies to: 888-286-1432 or email contact@ UniversalBusinessListing.Org