



OptiSigns Affiliate Program Terms and Conditions

1. Definitions

- 'You' refers to 'the Affiliate', who is the Company who agrees to take part in the Affiliate Program.
- "this Agreement" means the contents of this contract between OptiSigns and the Affiliate in respect of the Program.
- 'We' refers to "OptiSigns" is a brand name of Voev Inc. a Texas Corporation
- 'the Affiliate Program' means the arrangement that is governed by this Agreement.

2. The Affiliate Program

2.1) We may vary, amend or cancel the program at any time. We won't do it very often if we can help it and we'll make sure that the revised terms are on our Site.

2.2) We love our Affiliates, but our customers need to be crystal clear who they are dealing with. That means that being a member of the Affiliate Program does not mean you can represent yourself as an agent, partner or any other form of associate of OptiSigns other than as an Affiliate as expressly provided for in this Agreement.

3. Suitability for the OptiSigns Affiliate Program

3.1) We want to develop long-term mutually-beneficial relationships with our Affiliates, but we also need to protect our customers and our brand. We reserve the right to terminate this Agreement and your status at any time if in our opinion, we believe that our customers or our brand may be at risk.

3.2) We reserve the right to cancel the affiliation if we consider your website, business promoting inappropriate, unethical or illegal contents, actions. Reasons why we may decide the site is inappropriate include, but are not be limited to:

3.2.1) discriminatory, sexually explicit or violent material, or

3.2.2) promotion, depiction or containing links to material that promote or depict discrimination based on race, gender, religion, national origin, physical or mental disability, sexual orientation, or age, or

3.2.3) containing unlawful material, this shall include but not be limited to materials that may possibly violate another's intellectual property rights, or

3.2.4) containing information regarding, promoting or linking to a site that provides illegal information or promotes illegal activity.

3.3) Acceptance into the Program does not mean that we have specifically approved you or your business.

4. Legitimate methods of advertising and promoting

4.1) It is important to us that our customers and potential customers aren't spammed or deceived into using our product. Affiliate need to do research, using trial accounts and keep up with new features, updates of the application. If we, at our sole discretion suspect that any improper advertising, customer enrollments has taken place, we may terminate your Agreement with us at any time. Our decision will be final.

4.2) Any sales that have been generated through improper advertising or customer enrollment will not qualify for commission or credit from OptiSigns.

4.3) Any Affiliate found to be utilizing these or any other improper methods of advertising or customer enrollment may be required to pay back any such commission that has been paid by us to them. Our decision not to enforce this right does not represent a waiver of any other rights that it may have under this Agreement.

5. The Procedure

5.1) Submit your application to be an Affiliate this will enable our system and process to recognize you as an affiliate partner.

5.2) Enroll customer and put the email address that you used to sign up in the Installation Partner field or Customer Company account. This is how we identify the account is brought in by you and will pay commission based on that.

6. The Payment of Affiliate Commission

6.1) You will receive \$60 per screen signed up.

6.2) Payment schedule: Due to nature of the subscription model and to ensure customer signed up are quality and using the application. Commission will be paid in 3 payments:

6.2.1) 25% will be paid 30 days after paid screen sign up

6.2.2) 25% will be paid at 90 days after paid screen sign up

6.2.3) 50% will be paid at 180 days after paid screen sign up

6.3) OptiSigns is under no obligation whatsoever to pay any commission to any affiliate who does not strictly follow this Agreement as published from time to time.

6.4) OptiSigns reserves the right to take legal action against any affiliate that commits fraud, or conspiracy to defraud and to recover any commissions paid to an affiliate which was earned as a result of such fraud. For the purposes of this agreement fraud shall include but not be limited to wittingly violating the terms of this Agreement.

6.5) OptiSigns will only make a payment to the affiliate when the level of commission due at the end of a given calendar month is above the commission balance threshold.

6.6) Payment will be made to business name and send to address filled in the sign up form.

6.7) OptiSigns reserves the sole right to change the commission balance threshold at any time it sees fit without the prior the consent of its affiliates. In the event of a commission balance threshold change OptiSigns shall notify all its affiliates of the change before hand. If any modification to the commission balance threshold or the Agreement as a whole is not acceptable to an affiliate, the affiliate shall be entitled to terminate this Agreement. If a affiliate terminates this Agreement for any reason whatsoever then it shall not be entitled to any commission payments earned after it has terminated this Agreement.

6.8) The affiliate's continuing participation in the program constitutes its acceptance of any change to the commission balance threshold or to any other part of this Agreement.

6.9) Affiliates that exceed the commission balance threshold of \$50 will automatically be sent a check each month.

6.10) Affiliates that do not reach the \$50 commission balance threshold in one calendar month will not lose their accrued commission, instead this commission can be used as a credit. Their accrued credit for that particular calendar month will be carried over and applied to the next calendar month, this process shall continue until the client reaches the commission balance threshold when they will be entitled to receive a payment from OptiSigns.

6.11) Commission can be paid out through PayPal if affiliate specifically requested. Affiliates shall allow up to 10 days to receive their payments through PayPal. It is the sole responsibility of an affiliate to make sure that their contact details are up to date and accurate on the OptiSigns system in order to facilitate the payments reaching them.

6.12) Affiliates will only be paid Commissions for the first order made by their referral customer only. Commissions will not be not paid on orders made by existing OptiSigns customers. The OptiSigns system will simply not recognize this as an affiliate sale. Agencies or affiliates purchasing OptiSigns through their account for other people are encouraged to contact OptiSigns directly for information on how they can become eligible for commissions.

7. OptiSigns's Obligations

OptiSigns agrees to undertake the following obligations:

7.1) enable affiliate to be able to enter their information as Installation Partner to get credit for the sales

- 7.2) processing all orders for OptiSigns products or services placed by a affiliated accounts
- 7.3) tracking the number and amount of relevant sales generated through partners (by reporting on Partner Installation fields)
- 7.4) providing information to you regarding commission payments,
- 7.5) credit card authorizations, payment processing, cancellations, returns, and all other related customer service for OptiSigns for the purpose of our business, and
- 7.6) establishing the commission balance threshold, payment frequency and payouts of earned commissions as contained in Section 6 of this Agreement.

8. The Affiliate's Obligations

The affiliate agrees to be solely responsible for the following and shall keep OptiSigns fully indemnified in respect of:

- 8.1) any misrepresentation of OptiSigns or its products or services,
- 8.2) making of any false claims, representations or warranties in connection with OptiSigns,
- 8.3) ensuring that your site and your products and services that you offer from your site comply with all applicable copyright, trademark, any intellectual property right, Data Protection, anti-spam or any other applicable law,
- 8.4) obtaining permission to use another party's copyrighted or any other proprietary material,
- 8.5) maintain the accuracy and propriety of materials posted on your site; and ensuring that materials posted on your Site do not violate or infringe upon the rights of any third party and are not libellous or otherwise unlawful or illegal. OptiSigns hereby disclaim all liability for all such matters,
- 8.7) affiliates also agree to indemnify and hold harmless OptiSigns and their directors, officers, employees, agents, shareholders, partners, members and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, expenses, and costs insofar as such arise out of or are based on, or in any way connected with this Agreement.
- 8.8) complying with all applicable US, International- and national laws .
- 8.9) the payment of all tax and national insurance payable on any payments made to you by OptiSigns.

9. Right to Name as a Reference Customer

- 9.1) you will not create, publish, distribute, or permit any written or graphical material that makes reference to OptiSigns other than those mentioned in this Agreement or otherwise provided by OptiSigns, without our prior written consent. We reserve the right to refuse any request for consent under this Agreement.

10. The License

10.1) OptiSigns grants you a non-exclusive, non-transferable, revocable right to access the OptiSigns site through the Link only in accordance with the terms of this Agreement.

10.2) you cannot modify or change materials provided by OptiSigns in any way.

10.3) OptiSigns reserves all of its rights in the materials provided and all of its other proprietary rights. OptiSigns shall be entitled to revoke this license to use the Link or the materials at any time and at its sole discretion.

10.4) The licenses described in this Section shall expire upon the termination of this Agreement.

10.5) Any inappropriate use of text, banners or other advertisements not expressly approved of in writing or provided by OptiSigns may be cause for immediate termination of this Agreement.

11. Terms of the agreement

11.1) The terms of this Agreement will begin upon your signup with the program and will end when your affiliate account is terminated.

11.2) Upon the termination of this Agreement any commission that has not yet reached the commission threshold shall be turned into credit which can only be used to purchase products or services from OptiSigns. affiliates that have reached the \$50 commission threshold will be paid upon the termination of the Agreement subject always to the terms of this Agreement as shall be published from time to time.

12. Modification

12.1) OptiSigns reserves the right to modify or otherwise change the terms of this Agreement at any time as it sees fit. OptiSigns shall make such modifications by way of publishing revised terms on the Site. Affiliates only remedy in the event of revised terms of this Agreement being published shall be to terminate this Agreement. An affiliate shall be deemed to have accepted of any modification to this Agreement as published from time to time.

13. Limitation of Liability

13.1) OptiSigns shall not be liable to the you or to any other person, for indirect, incidental, or special damages, lost profits, loss of goodwill, lost savings, or any other form of consequential damages, regardless of the form of action, even if OptiSigns has been advised of the possibility of such damages, whether resulting from breach of its obligations under this Agreement or otherwise.

13.2) OptiSigns's entire liability in respect of any liability arising under this agreement will not exceed the total commission fees paid or payable to the affiliate under this Agreement.

13.3) we make no warranties, either express or implied, concerning the performance or functionality of the OptiSigns services, or the program as a whole. This includes but is not limited to the Link or any other affiliate advertisements and hereby expressly disclaims all implied warranties, including warranties of merchantability or fitness for a particular use or purpose.

13.4) OptiSigns shall under no circumstances be liable to the affiliate or to any other person or entity for any loss, injury, or damage, of whatever kind, resulting from or arising out of any mistakes, errors, omissions, delays, or interruptions in the receipt, transmission, or storage of any messages or information arising out of or in connection with the program or OptiSigns.

14. Governing Law

14.1) This Agreement is governed by, and is construed in accordance with the laws of the States of Texas.

14.2) The Courts of Houston, Texas shall have jurisdiction to hear any disputes arising from this Agreement.

14.3) OptiSigns shall not be liable for the legality of OptiSigns service in countries other than the United States.

14.4) Affiliates are solely responsible for the legality of the use of the service if the affiliate in question is registered to OptiSigns service from a country other than the United States or if the affiliate's website is on a server in a country other than the United States.

15. Acceptance

15.1) By clicking on the 'submit' icon the affiliate acknowledges that they have read the terms and conditions of this Agreement, understand them and agree to be bound by them.