

Pro Video Factory

Affiliate Terms of Service

1. Introduction: This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Program. "Site" means a World Wide Web site and, depending on the context, refers to any site that you will link to our site (and which you will identify in your Program application). "Affiliate" means an applicant that has been approved by ProVideoFactory for participation in the Program. The acquisition of Subscribers is the purpose of the Program, and, in consideration of your referral to us of Subscribers pursuant to the terms and conditions of the Program, we shall compensate you as set forth below.

2. Non-Exclusive Relationship: ProVideoFactory reserves its right to enter into an agreement with any Affiliate and/or with any site other than your site, regardless of the relationship of the site to you or its content, or nature. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate or endorse or promote websites and Affiliates that are similar to or compete with you and your web site(s). If you do not agree with the foregoing, your sole remedy is to terminate your participation in the Program.

3. To begin the enrollment process, you will submit a Program application via our site. We will evaluate your application and will notify you of your acceptance or rejection. You should note that if we accept your application and if you or your site is thereafter determined (in our sole and unlimited discretion) to be unsuitable for the Program, we may terminate your participation in the Program. NOTWITHSTANDING ANYTHING STATED OR IMPLIED TO THE CONTRARY, BY APPLYING TO BECOME AN AFFILIATE, YOU AGREE THAT PROVIDEFACTORY HAS AND reserves the rights AT ALL TIMES to reject your application or terminate your participation in the Program for any reason, or no reason, in our sole and unlimited discretion.

4. Promotional Links: Once you have been notified that your site has been accepted into the Program, you may use any method or form of promotion you choose so long as it complies with the terms and conditions of this Agreement and ProVideoFactory Website Terms and Agreement.

Utilization of Affiliate Promotional Links:

- + We grant to you limited, non-exclusive, and non-transferable license to use our Affiliate Promotional Links for placement on your site for the purpose of referring potential Subscribers to ProVideoFactory. We reserve the right to revoke this license to use the Affiliate Promotional Links, in whole or part, at any time.
- + In utilizing the Affiliate Promotional Links, you agree that you will cooperate fully with us in order to establish and maintain the consistency and integrity of such Affiliate Promotional Links as they may be modified, enhanced, expanded, curtailed or eliminated from time to time by us, in our sole and unlimited discretion.
- + You acknowledge that, by participating in the Program and/or using any of the Affiliate Promotional Links, ProVideoFactory may receive information from or about visitors to your site to track Referrals.
- + We reserve the right to require you to modify your use of the Affiliate Promotional Links following review of your site. If we issue formal policies and rules in connection with usage of the Affiliate Promotional Links, you agree to promptly conform your use of the Affiliate Promotional Links to said policies, as same may be amended from time to time.

Payments and Compensations

- + If you refer a subscriber to ProVideoFactory and the subscriber identifies you to ProVideoFactory as the referring party by clicking through your link to the ProVideoFactory website, your account will be credited as specified in the Earnings Schedule / Affiliate account. ProVideoFactory reserves the right to withhold payments due to you under the Program for up to 45 days.
- + Your Referral Share will be paid automatically via PayPal. The minimum ProVideoFactory payment is \$100 usd.
- + When a referred Subscriber clicks on your affiliate link, provideofactory.com will store a cookie on the referred party's web browser valid for 60 days.
- + If ProVideoFactory makes an overpayment of fees or other compensation to you for any reason, ProVideoFactory shall have the right to deduct the amount of such overpayment from your accrued fees and/or to require the immediate repayment.
- + ProVideoFactory may modify fee rates and/or payment schedules at any time and notify you by an announcement on your Home page of the modifications. If ProVideoFactory does modify the fee rate, fees earned before the effective change in rates will be credited at the rate in effect at the time such fees were earned.

Term and Termination:

- + The Term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either party may terminate this Agreement on written notice at any time, with or without cause.
- + If your participation is terminated for cause, you must obtain written authorization from ProVideoFactory prior to applying for and establishing another Affiliate account. If you attempt (or someone on your behalf attempts) to establish another Affiliate account without obtaining such authorization, ProVideoFactory may permanently ban you from its website and its affiliated websites and services.

Miscellaneous:

- + The relationship of the parties is that of independent contractors. Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever. Neither party shall have the authority or power to bind the other or to contract in the name of or create a liability against the other in any way or for any purpose.
- + If any part of this Agreement is held void or unenforceable, such valid or unenforceable term or terms shall be modified solely to the extent necessary to make same enforceable. Under no circumstances shall a valid or unenforceable term affect the validity of the balance of this Agreement.
- + This agreement shall be binding upon and shall inure to the benefit of each party and their respective legal representatives, successors in interest and permitted assigns.
- + Modifications: ProVideoFactory reserves the right to modify these terms at any time and to notify you by announcement on your login page of the modifications. You agree to be bound by all such changes.
- + ProVideo Factory affiliate program is available only for subscription based plans. Premium Library is not included in this program.

Acceptance of these Terms.

You acknowledge that you have read these Terms, understand it, and have had an opportunity to seek independent legal advice prior to agreeing to it. By participating in the Program, clicking "I Agree" or otherwise signifying acceptance, you accept and agree to be bound by these Terms for yourself and on behalf of your employer or other

Person that is identified as the Member, and agree to be bound by its provisions. If you are accepting on behalf of your employer or other person or entity, you represent and warrant that you have full legal authority to bind your employer or such other person or entity and to participate in the Program on behalf of such employer or other person or entity. Additionally, you acknowledge and agree that you have reviewed the Website Terms and any other agreements which may be incorporated by reference herein and therein, and to the extent of their incorporation in these Terms, you (and as applicable, such other person or entity) agree to be bound by them.