



Affiliate Terms of Service Agreement

I. Parties to this Agreement

"Faxmyway.com" is a company of Aareeva, a Delhi, India based organization. This agreement is entered into by Faxmyway and each of its Affiliate(s). "You", "Your" refers to each and every affiliate or sub-affiliate of the Faxmyway affiliate program. Participation in the program constitutes full and complete acceptance of the TOS set forth herein.

II. Faxmyway Responsibilities

A. Login Details

Upon your acceptance, Faxmyway will provide you with affiliate login details, which will allow you to track users referred and created under your affiliate account.

Faxmyway will pay you a commission for each such referral made in compliance with this agreement pursuant to the commission schedule and the terms set forth in this affiliate agreement.

III. Affiliate Responsibilities

A. Minimum Age

You agree that you are 18 years of age or older on the date that you first approve the terms hereof. You agree that you are in a jurisdiction where participation in the Faxmyway affiliate program does not violate any law, ordinance, regulation or standard.

B. Representations

You agree that you will not make any representations, promises, warranties or other statements about Faxmyway or the Faxmyway web site, products or policies other than as may be expressly approved in writing by Faxmyway or as otherwise provided to you by Faxmyway for that purpose.

C. Copyright

You may not violate any copyright, trademark or other intellectual property right of Faxmyway or any other party. You may not violate the Faxmyway General Terms of Service.

D. Amendments

You agree that Faxmyway may amend this agreement at any time without notice to you. You agree to keep advised of any changes to this agreement by checking the Faxmyway web site on a periodic basis.

E. Customers of Faxmyway

Faxmyway will have the sole right and responsibility to service all customers secured through you. All dealings with customers for Faxmyway accounts and related services shall be directly and solely between customer and Faxmyway. Faxmyway shall have the right and obligation to determine all pricing and product offerings and shall have the right to make any changes thereto without notice to affiliate. All customers of Faxmyway, regardless of origin or referral, are the sole property and responsibility of Faxmyway.

IV. Commissions

A. Commission Rate

Commissions are paid not only one-time basis but every month till account exists, for each new account purchased via you subject to the terms and conditions set forth herein. There will be no obligation to

pay any other commission. The current commission rate for a sale and is based on the product as well as the billing cycle of the purchased product. Commissions vary between Rupees Sixteen and Rupees Four Hundred Eight only

Product Name	Billing Cycle	Commission Credited
Faxmyway Any Monthly Plan	Every Billing Cycle	20% of Package value in 1 st Month 10% of Package value from 2 nd Month and till account exists
Faxmyway Any Quarterly Plan	6 Month Billing Cycle	15% of Package value
Faxmyway Any Annual Plan	12 Month Billing Cycle	14% of Package value

NO COMMISSIONS WILL BE CREDITED FOR SUBSCRIPTION CHARGES, SMS, ADDITIONAL EMAIL ID, NUMBER PREFERENCE, RECHARGE, SERVICE TAX AND LATE FEES. A commission will be credit only it becomes a qualified commission, only after the payment of a new account has been made.

B. Qualified Commission

A "qualified commission" is one for which the new account which is the subject of the commission has remained in good standing continuously. Sale will be consider only after the payment of a new account has been made.

Faxmyway shall make all decisions as to whether any commission is a "qualified commission." If at any time after a commission has been awarded and/or paid and the related customer's account is terminated or cancelled, for any reason, this commission will be revoked and subtracted from any standing or future commissions account balance you may have.

C. Payment Date

Payments will only be paid once your commissions account balance reaches a minimum level of at least Rupees five thousand owed. Faxmyway shall make no payment to you until this minimum balance is achieved. Commissions are paid during the first week of each month following the first 30-days after the sale that meets the minimum level was made.

D. Payment Form

Commissions can be paid in any of two available methods. These are by an Faxmyway check (drawn on a Indian bank and in Indian Rupees), or through a PayPal account.

Checks are sent to the address you provide at registration. Any changes to this address must be sent via email to sales@faxmyway.com. Faxmyway is not liable or responsible for any inability or cost associated with accepting or claiming this check.

For payments to be made through PayPal, you must provide us with your affiliate username and your PayPal ID.

V. Ownership and Licenses

A. Property Ownership

Each party to this agreement shall retain all right, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future.

B. License

Faxmyway grants you as an affiliate a revocable, non-exclusive, worldwide License to use, reproduce and transmit the Faxmyway logos, trademarks and service marks on your site and only your site for the sole purpose of facilitating a link between your site and Faxmyway to accomplish the purpose and intent

of this affiliate agreement. You may not otherwise use, copy, distribute, change, modify, or otherwise alter any such property. This License is neither assignable nor transferable.

C. Cease use upon Demand

You agree to immediately cease the use of any mark upon request made by Faxmyway to the email address provided by you and maintained on file for you by Faxmyway. You agree to immediately cease the use of any link created by you to Faxmyway upon request by Faxmyway to the email address provided by you and maintained on file for you by Faxmyway.

VI. Termination

A. Effect upon Commission

Either party may terminate this agreement at any time upon notice in writing to the other party. Other than any termination under paragraph 6.B. herein, any commission which has become a qualified commission as of the date of such termination will be paid post termination. Any commission, which is not a qualified commission as of the date of notice of termination, shall not thereafter become a qualified commission.

B. Breach of this Agreement

The breach of this agreement, or any provision thereof, knowingly or otherwise, willful or otherwise, is grounds for immediate suspension or at the sole option of Faxmyway termination of this agreement in its entirety.

C. Suspension

Suspension under this paragraph shall mean the withholding of all commission payments qualified or otherwise until such breach is cured. Suspension if not cured within a reasonable time as determined by Faxmyway will become a termination under 6.B. as of the date of the initial suspension.

D. Survival

Upon termination of this agreement all rights and licenses granted by this agreement are immediately revoked. Sections VII shall survive such termination and remain in full force and effect.

VII. General

A. Authority

Each party represents to the other that it has full binding authority to enter into this agreement and in the case of any entity other than an individual that the person assenting to the terms of this agreement has the full binding authority of the entity purportedly bound.

B. Non-Infringement

You agree that in the course of any performance under this agreement or otherwise with respect to any dealings between you and Faxmyway that you will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy.

C. Violation of Law

You vow to uphold the laws of your respective jurisdiction and that you will not violate any applicable law, ordinance, regulation or standard. You understand and accept responsibility to file any necessary paperwork or tax forms with the appropriate parties for any and all payments made as a result of this service and the terms and conditions set forth herein.

D. Terms of Service

You agree that in the course of any performance under this agreement or otherwise with respect to any dealings between you and Faxmyway that you agree to be bound by all terms and conditions of this document and any applicable terms and conditions set forth in the Faxmyway Terms of Service which are incorporated herein as though set forth at length herein.

E. Unsolicited Email

You agree that in the course of any performance under this agreement or otherwise with respect to any dealings between you and Faxmyway that you will not use or otherwise permit the use of unsolicited commercial email (a.k.a. SPAM) in relation to the Faxmyway Affiliate Program.

F. Defamation/Libel

You agree that in the course of any performance under this agreement or otherwise with respect to any dealings between you and Faxmyway that you will not transmit any information which is or might be considered to be defamatory or libellous.

G. Decency

You agree that in the course of any performance under this agreement or otherwise with respect to any dealings between you and Faxmyway that you will not transmit any information which is or might be considered to be lewd, pornographic or obscene.

H. Unfair Competition

You agree that in the course of any performance under this agreement or otherwise with respect to any dealings between you and Faxmyway that you will not violate any laws regarding unfair competition, anti-discrimination or false advertising or the Faxmyway Terms of Service.

I. Damage to Faxmyway

You agree that in the course of any performance under this agreement or otherwise with respect to any dealings between you and Faxmyway that you will not take any action that would in any way damage Faxmyway or otherwise compromise it's servers or equipment including utilize or otherwise transmit at any time contain viruses, Trojan horses, worms, time bombs or other similar harmful or deleterious programming routines.

J. Warranty Disclaimer

YOU ACKNOWLEDGE AND AGREE THAT ANY SERVICES OR MATERIALS PROVIDED BY FAXMYWAY PURSUANT TO THIS AGREEMENT ARE PROVIDED AS IS, WITH ALL FAULTS AND AS AVAILABLE, AND THAT FAXMYWAY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS, ON ITS OWN BEHALF ON AND BEHALF OF ITS SUPPLIERS, DISTRIBUTORS AND LICENSORS, ANY WARRANTIES AS TO THE USEFULNESS, ACCURACY, RELIABILITY OR EFFECTIVENESS OF ANY SERVICES OR MATERIALS PROVIDED HEREUNDER OR THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE THROUGH ANY PARTICULAR METHOD OF DISTRIBUTION, OR THAT ANY SERVICES OR MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT WILL WORK WITH EVERY INTERNET BROWSER, OR THAT DEFECTS HAVE BEEN OR WILL BE CORRECTED, OR THAT SUCH SERVICES OR MATERIALS WILL MEET THE NEEDS OF ANY PARTY. WITHOUT LIMITING THE FOREGOING, AND EXCEPT AS OTHERWISE PROVIDED HEREIN, FAXMYWAY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT WILL FAXMYWAY BE LIABLE TO YOU FOR ANY SERVICE FAILURE, DISRUPTION, DOWNTIME OR INCORRECT LINKAGE UNDER THIS AGREEMENT.

K. Limitation of Liability

IN NO INSTANCE SHALL FAXMYWAY BE LIABLE TO YOU FOR LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER OR NOT FAXMYWAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE THAT COMMISSIONS AGREED UPON IN THIS AFFILIATE AGREEMENT ARE BASED IN PART UPON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. Notwithstanding the foregoing, this section shall not limit either party liability to the other for (i) willful or malicious misconduct; (ii) gross negligence; (iii) indemnification under Section 7.L. or (iv) either party's liability for death or personal injury or their own acts of fraud.

L. Indemnification

You agree to indemnify, defend and hold harmless Faxmyway and its affiliates, directors, officers, employees and agents, harmless of and from any and all liability, losses, damages, injuries or expenses (including attorney’s fees and expert witness charges) arising out of any claimed or alleged action or inaction toward any third party whether such claimed or alleged action or inaction arises out of a claim of misuse of copy written materials, License violation, domain misuse, trademark misuse or any active or passive negligence.

M. Independant Contractors

Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect.

N. Choice of Venue

This Agreement has been made in and shall be construed and enforced in accordance with the Indian law. Any action to enforce this Agreement shall be dealt with by the appropriate court of competence within Delhi, India.

O. Severability

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

P. Integration

This agreement constitutes the entire understanding of the parties and revokes and super cedes any and all prior agreements and is intended to be a full and complete expression of the agreement between the parties. This agreement shall not be modified except in writing by the posting of a new agreement by Faxmyway on the Faxmyway web site.

Q. Use Constitutes Full Acceptance and Signature

Your agreement to the terms set forth herein is manifested by any participation in the Faxmyway affiliate program including the submission of the affiliate application form and the collection of any commission under this agreement. This agreement may be modified, amended, altered or otherwise changed by Faxmyway without notice to any other party other than changing the agreement itself made available by Faxmyway to the affiliates on the Faxmyway web site.

For Faxmyway:

For Affiliate:

Name:

Name:

Designation:

Designation:

Signature:

Signature:

Date:

Date:

Place:

Place: