

REFERRAL FEE TERMS AND CONDITIONS

The following Terms and Conditions apply to the Thanks Partner Program (the “Program”) and include provisions relating to eligibility for enrollment, referral fee accrual, redemption of referral fees awarded and other important conditions and limitations. Please read these Terms and Conditions carefully. Any quote requests and acknowledgments thereof will constitute your acknowledgement of and agreement with all of the provisions specified below.

As used in these Terms and Conditions, “you” and “your” refer to any individual who has submitted a referral through this website www.ThanksPartner.com.

1. Parties and Term

1.1 ThanksPartner (herein referred to as “TP”) will provide referral fees for all orders and/or leads (herein referred to as “leads”) registered at www.ThanksPartners.com (herein referred to as “website”) or one of its affiliate sites. Referral fees will only be paid for the specific lead registered on the website.

1.2 All payments will be made to the person or firm named at the time of registration.

1.3 An individual lead will be paid on the initial transaction only. Any additional leads generated will be the property of TP.

1.4 Multiple projects performed for the same customer, must be individually registered on the website. Credit will not be given for one registration of a lead that produces multiple projects unless individually registered as stated above.

1.5 Leads will only be valid for a period of six (6) months. After that the six (6) month expiration, leads must be registered again on the website. If they are not registered properly before the expiration of the six (6) months, all leads will become the property of TP. At that time, referral fees will no longer be paid to you.

1.6 TP retains the right to withhold the referral fees due to you. All referral fees will not unreasonably be withheld.

1.7 You must use your best efforts to establish and maintain a relationship between TP and your client. If you fail to do so, TP retains the right to withhold the referral fee due to you. It is within TP’s discretion ONLY whether this referral fee is withheld.

2. Commission Payment Structure

1.1 TP will only pay referral fees upon receipt of commission by vendors.

1.2 TP will receive most Carrier Services vendor commissions through an annuity. Upon receipt of these commissions, and only upon receipt, TP will forward referral fees to you.

1.3 Referral fees will be awarded and redeemed only if your purchase of services from the vendor is in Good Standing at that time.

3. Carrier Services Commissions

3.1 Carrier Services include: voice long distance, data networks, internet connections, calling cards, and conferencing services.

3.2 For these services, referral fees are equal to 50% of 3rd month's recurring commissionable charges, up to Twenty-Five Thousand Dollars (\$25,000). Referral fees will not be paid for such items as taxes, fees, one-time charges, directory assistance, or governmental surcharges etc.

3.3 Customers or you must submit copy of 3rd month's invoice via fax, mail or e-mail, within 30 days of receipt of the invoice for referral fees to be paid.

3.4 New Carrier Service contracts must be signed for a period of 24 months of service to be eligible for referral fees. EXCEPTION: AT&T must be signed for a minimum of 12 months to be eligible.

3.5 All services must be installed for at least 24 months or future fees can be offset by prorated amounts.

3.6 For all other services, referral fees will be addressed as individual case basis on an addendum to this agreement. Those services include: telephone expense management, equipment transactions, contract negotiations, and other professional services.

4. Limitation of Liability.

4.1 TP will in no way be liable for your consequential, incidental, special or indirect loss or damage of any kind to yourself or a third party.

4.2. You will be responsible for any tax liability incurred as a result of the referral fees.

5. Miscellaneous.

5.1 This Agreement is a Kansas Agreement and is governed by and interpreted according to the laws of the State.

5.2 This Agreement will be effective when you accept the following terms and conditions, the order is accepted by TP, and the service installed by carrier.

5.3 Neither party will be liable for failure to perform its obligations hereunder due to causes beyond its control, including acts of God, laws or requirements of any government, national emergencies or labor difficulties, etc.

5.4 Headings are used in this Agreement for convenience only.

5.5 This Agreement is subject to all applicable existing and future laws, rules and regulations and tariffs.

5.6 This agreement contains the full understanding of the parties and supersedes any prior agreements between the parties.

5.7 TP reserves the right to alter or change these Terms and Conditions and to alter, change and/or terminate the Program at any time. TP will provide written or electronic notice to you of any changes affecting outstanding referral fees. In addition, TP reserves the right to disqualify potential referral fee holders who have violated these Terms and Conditions, as they may be changed from time to time.

6. PRIVACY POLICY

6.1 TP hereby agree to hold in confidence, and not to reproduce, distribute, disclose on-line, transmit, or transfer, directly or indirectly, in any form, by any means, or for any purpose, to any persons, either the company, contact or personal identification information included with your request for quotes from our business partners without your express consent. All parties, including customers are bound by this confidentiality clause.

6.2 Each Party understands that in performing this Agreement they may have access to private or confidential information relating to customers. With respect to all such information and any other information that each Party may treat as confidential, all Parties agree that the information will:

- A. Remain the exclusive property of the Party Distributing the information
- B. Not be copied, published or disclosed to others unless approved in writing.
- C. Be used solely in the performance of this Agreement.
- D. Be returned to the other Party upon termination of this Agreement (please see Section 1.5 for definition of Term).

7. SPAM

7.1 TP adheres strictly to The CAN-SPAM Act: Requirements for Commercial Emailers. More information can be found on this law at the following link:

A.) <http://www.ftc.gov/bcp/online/pubs/buspubs/canspam.htm>

B.) Email us at info@ThanksPartner.com

This document represents a binding agreement and by checking the “I Agree” box, you hereby acknowledge and agree to be bound by the Terms and Conditions stated above.