



Phoenix United, LLC.

Rio Rancho, New Mexico

www.phoenix-united.com

admin@phoenix-united.com

Application To:

Phoenix United's Affiliate Program

Terms and Conditions

The following are the terms and conditions (this "Agreement" or the "Terms") for affiliates that direct potential customers to the Phoenix United's web site (the "Site") and where Phoenix United, LLC has agreed to pay that affiliate ("you") for directing those potential customers to the Site.

1. Acceptance

By submitting your application for being an affiliate of the Site, you agree to be bound by the Terms as stated herein without modification.

2. Nature of the Relationship

The nature of the relationship between Phoenix United, LLC and you will be that of independent contractors for all purposes and in no event will any person employed by you be held or construed to be employees Phoenix United, LLC. Specifically, Phoenix United, LLC is not a member of any partnership, joint venture or franchise arrangement with you.

3. Ownership and use of Phoenix United Materials

"Phoenix United" includes any legal materials, documents, contracts, software, products, web links, promotional material, email, information, partial Phoenix United, LLC Material or any other materials provided by Phoenix United, the Site or any Phoenix United service in any way. Phoenix United, LLC retains complete ownership and all rights to the Phoenix United Materials. You do not have the right to use or change any of the Phoenix United, LLC Materials without prior written consent of Phoenix United, LLC. You do not have the right to use any Phoenix United, LLC Materials for third party or competitive use. All use of Phoenix United, LLC Materials, with or without prior written consent, will cease after termination of this agreement.

4. Term

Please feel free to contact us for any questions. <email address: admin@phoenix-united.com>



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This Agreement will be for an indefinite term and can be terminated immediately without cause by either Phoenix United, LLC or you providing notice to the other party. Upon termination, you will stop using Phoenix United, LLC Materials and you will discontinue any use of the Phoenix United, LLC trademark, properties, and materials.

5. Your Compensation

Phoenix United, LLC agrees to pay you a commission equal to the amount per the following criteria (excluding fees paid to external service providers, fees paid to external suppliers and some subscription renewals) as generated from referrals that have been given credit to you by prospective customers.

- **Monthly Bonuses:** Once all sales have been finalized for each month, a bonus will be given to the top affiliate sellers for the month in question in addition to the respective compensations for said month. The amount for said bonuses and the number of sellers which may qualify for the period of time in question will be displayed via the Affiliate Portal. The top sellers will be determined via the amount owed for the sellers' compensations in USD, and in the unlikely event of a tie, the sellers in question will evenly split the total sum of the bonuses in question.
- **Campaign Bonuses:** From time to time selective campaigns will be created for a specific product, service, or series of either. These campaigns will have a definitive start and end date, and any affiliate sellers who participate in a successful campaign and can prove participation via the use of approved referral methods will receive separate bonuses in accordance to the details listed for the campaign. Unless explicitly mentioned, these bonuses will be separate from all other forms of compensations owed. All requirements, special rules, and potential amounts to be awarded will be listed via the Affiliate Portal.
- **Commissions via Referral:** From time to time specific services and or products will be selected and approved as commissionable. While Phoenix United will attempt to communicate via the Site and or email if and when a product or service is being added or removed from the roster of approved products and services, it is ultimately the responsibility of the Affiliate to verify the status of the product or service in question before the customer being referred completes their purchase(s). Failure to do so will not only prevent the Affiliate from receiving a commission for the purchase in question, but may also prevent the customer being referred from receiving any discounts directly tied to the approved status of the product or service in question. The roster of approved products and services, along with any rules and stipulations, to include amounts owed for a successful referral, will be listed via the Affiliate Portal.



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These referrals must be submitted by the individual who referred you, either in writing or via a custom code upon check out which Phoenix United, LLC will provide. Payments are calculated on the first business day of the month and payment will be sent within 5 business days of the 2nd month following the month of sale (35-40 calendar days) when commissions payable total \$50 or more; in order to allow for and honor any money back guarantees, which will not exceed 30 days. You will have access to sales and commission reports available through the Phoenix United Affiliate Program. We will not provide any compensation for any referrals or traffic where the provision of any compensation for a referral is prohibited by law.

Affiliate Portal can be found at: <https://phoenix-united.com/affiliate-portal>

6. Content Development

You are solely responsible for all content development (and its cost) on your web site or other media.

7. Confidentiality

You may be given or obtain access to non-public information of Phoenix United, LLC that Phoenix United, LLC considers to be of a confidential, proprietary, or trade secret nature, including, but not limited to, customer information, pricing, financial and operational information, business information and marketing information, in whatever form or media, whether or not marked as confidential (collectively "Confidential Information"). You agree not to use any Confidential Information disclosed to you by Phoenix United, LLC for your own use or for any purpose other than to carry out your obligations under this Agreement. You will not disclose any Confidential Information to third-parties or to your employees or agents, other than employees and agents who are required to have the information in order to carry out your obligations under this Agreement. You agree to notify Phoenix United, LLC immediately and in writing of any misuse or misappropriation of Phoenix United, LLC's Confidential Information, which may come to your attention and to return Phoenix United, LLC's Confidential Information upon the request of Phoenix United, LLC's Confidential Information shall not apply to: (a) information that is or becomes a matter of public knowledge through no fault of or action by you, (b) information that prior to disclosure was rightfully in your possession as a result of disclosure by a third-party under no obligation or restriction of confidentiality, (c) information that, subsequent to disclosure, is rightfully obtained by you from a third-party under no obligation or restriction of confidentiality, and (d) information that is independently developed by you without use, knowledge or access to the Confidential Information of Phoenix United, LLC.

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8. Return of Confidential Property

Upon Phoenix United, LLC's request (and upon termination of this Agreement), you will deliver to Phoenix United, LLC all Confidential Information, memoranda, notes, records, drawings, manuals, disks, or other documents and media pertaining to Phoenix United, LLC's business including all copies, extracts, summaries and analyses.

9. Indemnification

You agree to indemnify and hold Phoenix United its directors, officers, shareholders, successor and predecessor companies, attorneys, agents and employees harmless from any claim, demand, or damage, including reasonable attorneys' fees and costs, asserted by any third party due to or arising out of the your actions (including but not limited to advertising, web site content or how you otherwise direct potential customers to our site).

10. Limitations of damages

Phoenix United will not be liable to you for any exemplary, punitive, special or consequential damages, including lost revenues, lost profits or lost prospective economic advantage arising from any act or omission in performance or failure to perform under this Agreement, even if Phoenix United is at fault and/or knew or should have known of the possibility thereof, and you hereby release and waive any claims against Phoenix United regarding such damages.

11. Trademarks and other Intellectual Property

You acknowledge that all rights in any registered trademarks or any pending trademark registrations associated with the business of Phoenix United (i.e., trademarks, service marks, slogans, logos, designs and other similar means of distinction), including all goodwill pertaining thereto, shall be the sole property of Phoenix United. You may use and display such trademarks only in the manner and for the purpose authorized by Phoenix United, LLC, and only during the Term of this Agreement. Phoenix United reserves the right to add to, change or discontinue the use of any trademark it owns, on a selective or general basis, at any time. You shall not use any trademark or trade name of Phoenix United in any corporate, partnership or business name without Phoenix United's prior written consent. Phoenix United, LLC is the owner of Phoenix United trade name, brand and trademark.

12. Media

No press releases mentioning your affiliate program participation may be made without prior



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written consent of Phoenix United to a release being made. You will provide a copy of any press releases to Phoenix United.

13. Conduct

You agree to conduct yourself with due regard to public conventions and morals and agree that you will not do or commit any act or thing that will tend to degrade Phoenix United or bring it into public hatred, contempt, scorn or ridicule or that will tend to shock, insult or offend the community or ridicule public morals or decency. Further, you will not market Phoenix United's Site or products using illegal, unethical, or misleading methods, or through inaccurate content.

14. Modification to Terms

Phoenix United reserves the right to change these terms at any time and to notify you by updating and posting these terms on its Site. Phoenix United is not bound by any other modifications to these terms and conditions unless signed in writing by an authorized Phoenix United officer.

15. Entire Agreement

This Agreement, the Site Terms and Conditions and the Site Legal Disclaimer, as amended from time to time, and located at <https://phoenix-united.com/disclaimer%2Fterms-%26-cond> , respectively, constitute part of this Agreement.

16. Assignment

This Agreement cannot be assigned.

17. Waivers

No failure or delay, on the part of Phoenix United, in exercising any right or power under these Terms will operate as a waiver of such right or power.

18. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.



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19. Governing Law and Notices

In respect to construction, interpretation, validity and enforcement, these Terms are to be construed in accordance with and governed by the laws of the State of New Mexico in the United States of America. You consent to the exclusive jurisdiction of the courts of the New Mexico, U.S.A. Any notice under this Agreement will be in writing and delivered via e-mail correspondence, or sent by facsimile. All notices will be addressed to Phoenix United, LLC Legal Representative via admin@phoenix-united.com (facsimile: (official phone number pending)). Any notices to you may be delivered to you at the address, email address or facsimile number provided in your application or to any address later provided.

20. End User

The end user of Phoenix United's Material will be subject to the Site's terms and conditions and disclaimers.

21. Binding Effect

This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors of Phoenix United and you.

22. Headings

The headings, captions, titles, and numbering system are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

23. Application Confirmation

The below information will be required to confirm your understanding and affirmation of the Agreement, to create the required credentials to access the Affiliate Portal, and to facilitate the payment of any compensations owed. Any information collected will not be given to solicitors, 3rd party members, or employees outside of the Affiliate Marketing Team for Phoenix United unless explicitly requested in writing.



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Entity Name(full):

Contact e-mail

(For payments via PayPal and the creation of Affiliate Portal Credentials):

Legal Name:

(If different from the Entity Name):

Signature

Date (DD-MMM-YYYY)