



## Paramount Elites Agreement

This Distributor Agreement (this "Agreement") contains all of the terms and conditions between Paramount Elites Limited, ("Paramount") and the individual or organization (the "Distributor") participating in the Paramount Elites Program (the "Program").

In this Agreement, "we" and "us" refers Paramount, and "You" refers the Distributor participating in the Program. "paramountelites.com Web Site" or "Our Site" means the Web site located at <http://www.paramountelites.com/>.

BY COMPLETING THE REGISTRATION PROCESS AND AGREEING TO THE TERMS AND CONDITIONS OF THIS DISTRIBUTOR AGREEMENT YOU AGREE TO BE BOUND BY THESE TERMS AS WELL AS THE OTHER POLICIES OF PARAMOUNT, INCLUDING THE TERMS AND CONDITIONS OF THE PARAMOUNTELITES.COM SITE AND THE PRIVACY POLICY. IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PLEASE EXIT THE PARAMOUNT ELITES REGISTRATION PROCESS NOW. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE PARAMOUNT SERVICES AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES.

### **1. Compliance with Agreement:**

It is within Paramount's sole discretion as to whether you have violated the terms of this Agreement. Paramount reserves the right to refuse anyone to become a distributor. Paramount may also, in its sole discretion, prohibit any end user from using the Services. Paramount will fully cooperate with law enforcement authorities in investigating suspected lawbreakers, and reserves the right to report to such authorities any suspect activity it becomes aware of. You agree to report any violations of this Agreement by other persons to Paramount.

### **2. Payments of Commissions by Paramount:**

Direct Commissions shall be paid on a daily basis, the commission report is run at 12:05 AM the morning after the last day of the current pay period. Global Sales Pool Sharing shall be paid on a monthly basis, and will be released on the 5<sup>th</sup> day of every month. App Revenue Pool Sharing shall be paid on a monthly basis, and will be released on the 5<sup>th</sup> day of every month. All commissions and pool sharing will be paid in "Zing Credits".

### **3. Calculation of Commissions:**

All sales commissions are calculated using the Paramount Elites system. This system tracks all sales and distributor signup's made through the distributors at <http://www.paramountelites.com>. All commissions are calculated pursuant to the Paramount Elites Distributor Compensation Plan.

### **4. Performance Statistics:**

Paramount provides all distributors statistics on their current commissions as well as their commission history. Paramount uses its commercially reasonable efforts to update this in real-time, and to make such information available on-line 24 hours a day, seven days a week (not including periods of maintenance) through the Distributor's Virtual Office, which you can access at <http://member.paramountelites.com>. Paramount tracks all sales, distributor signup's and calculates commissions using its Paramount Elites software system. Once a

sale is made through a distributor, the reporting of the sale is reflected in the Distributor Commission Report.

**5. Effect of Customer Returns on Commissions:**

If a consumer disputes his or her payment charge, the commission amount based on the disputed charge or sale will be debited from the Distributor's account. If a monetary amount is returned to the consumer, the commission on the returned sale will be debited from the Distributor's account.

**6. Distributor Responsibilities:**

You understand and agree that violation of any of the following conditions shall result in the forfeiture of any accrued commissions and immediate termination of the your account:

**a) Unsolicited e-mail:**

You shall not use Unsolicited Commercial E-mail ("UCE"), referred to as "Spam", or any form of unsolicited e-mail to promote any of the Services associated with Paramount. Spam means unsolicited e-mail sent to persons with whom you have no relationship and/or who have not requested your information.

**b) Inappropriate Content:**

You may not link to Paramount from any website which contains content that is slanderous, libelous, threatening, pornographic, obscene and or infringing that could give rise to any civil or criminal liability.

**c) Reference to Paramount Competitors:**

You may not reference or place links to competitors of the Paramount service (such as other Affiliate or Distributor Programs) on our Paramount site.

**7. Use of Paramount Intellectual Property and Content:**

You are granted a limited, non-exclusive license to use selected images, logos, trade names, trademarks, copyrighted material and similar identifying material relating to us (collectively, the "Licensed Materials") as provided by Paramount solely to advertise or market our Services. All of the material on the Paramount Site, including text, graphics, and other illustrations ("Content") is the property of Paramount.

You may not sell, reproduce, distribute, copy, duplicate, resell, modify, display, prepare derivative works based on, repost, exploit for any commercial purpose, or otherwise use any of the Content in any way for any public or commercial purpose without prior written consent of Paramount. You may not use the Content on any other web site or in a networked computer environment for any purpose. If you violate any of these terms, your permission to use the Content will automatically terminate, you must immediately destroy any copies you have made of the Content, and we may end your authorization to participate in the Program.

Paramount retains all rights to its Licensed Materials (and any intellectual property embodied by the Licensed Materials) at all times. Any other use is strictly prohibited, including use of the Licensed Materials in any manner that is disparaging or that otherwise portrays Paramount in a negative light. Determination of what is and is not acceptable use is at the sole discretion of Paramount. You may not alter, modify or change the Licensed Materials in any way. We, in our sole discretion, may revoke your license at any time, with or without cause and in our sole discretion, by giving you notice. The license granted herein should not be construed as granting any ownership rights in the Licensed Materials to the respective licensee thereof, all of which rights will remain the property of Paramount. Upon the effective date of the expiration or termination of this Agreement, the license granted herein will expire,

You agree to cease using such Licensed Materials, and you agree to cease using all such Licensed Materials.

**8. Publicity:**

You shall not create, publish, distribute, or permit any written material that makes reference to Paramount without first submitting such material to Paramount and receiving its prior written consent.

**9. Term of the Agreement:**

The Term of this Agreement shall become effective upon acceptance of the Distributor Application submitted by You through the Registration Process. Either You or Paramount may terminate this Agreement at any time, for any reason or no reason, by giving the other party written notice of termination. You are only eligible to earn commissions on sales occurring during the term of this Agreement, and commissions earned through the date of termination will remain payable excluding amounts due to credit card fraud, chargebacks, refunds and bad debts and credits for cancelled services. Paramount may withhold your final payment, or a portion thereof, for a reasonable time to ensure that the correct amount is paid.

**10. Modification of Agreement:**

Paramount may modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion, by posting a change notice or a new Agreement on this Site. You will be notified of any such change through an e-mail before a change is made. Modifications may include, but are not limited to, changes in the scope of available commissions, payment procedures and terms and conditions of the Distributor Program. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT AS PROVIDED IN PARAGRAPH 10. IN THE EVENT YOU OBJECT TO A CHANGE, THE CHANGES THAT WERE ANNOUNCED WILL NEVERTHELESS BECOME EFFECTIVE UNLESS WE AGREE, IN WRITING, TO THE CONTRARY. YOUR CONTINUED PARTICIPATION IN THE DISTRIBUTOR PROGRAM BY FAILURE TO TERMINATE THIS AGREEMENT FOLLOWING THE POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON THE PARAMOUNT SITE WILL CONSTITUTE BINDING ACCEPTANCE OF SUCH CHANGE OR NEW AGREEMENT.

**11. Relationship of Parties:**

You and Paramount are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You have no authority to make or accept any offers or representations on Paramount's behalf.

**12. Disclaimers:**

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM OR WITH RESPECT TO THE SERVICES SOLD THROUGH THE PROGRAM (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS, MERCHANTABILITY OR NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING OR TRADE USAGE). IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE OR THE PROVISION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, AND IT WILL NOT BE LIABLE IN ANY WAY FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

**13. Limitation of Liability:**

We will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising out of or relating to this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement, or \$50, whichever is greater.

**14. Indemnification:**

You hereby agree to indemnify and hold harmless Paramount, its subsidiaries and affiliates, 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 (including reasonable attorneys' fees, which will include an allocable portion of the expense of such party's corporate legal department), and costs (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are related to: (i) any claim that your use of the Licensed Materials infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you; or (iii) any representation or warranty made by You or otherwise relating to the Services that exceeds the representations and warranties made by Paramount regarding such Services.

**15. Independent Investigation:**

YOU ACKNOWLEDGE BY PRESSING THE "I ACCEPT" BUTTON BELOW THAT (A) YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS, (B) 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 WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR SITE, (C) YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT AND (D) YOU ACKNOWLEDGE THAT PARAMOUNT HAS MADE NO REPRESENTATION REGARDING THE POSSIBILITY OR AMOUNT OF REFERRAL FEES THAT MAY BE EARNED PURSUANT TO THE PROGRAM.

**16. Governing Law:**

This Agreement will be governed by the internal laws of the State of California, without regard to the choice of law provisions thereof. Any dispute between the parties arising under this Agreement will be resolved by binding arbitration by an arbitrator to be conducted in Los Angeles, California, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator shall have the discretion to order that the cost of arbitration, including the arbitrator's fees, or other costs, and reasonable attorneys' fees, shall be borne by the losing party. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

**17. Attorneys' Fees:**

If either of the parties hereto (or any successor thereto) resorts to legal action in order to enforce, defend or interpret any of the terms or the provisions of this Agreement, the prevailing party will be entitled to receive, in addition to such other remedies as will be awarded to it in such legal action, reimbursement from the non-prevailing party for all reasonable attorneys' fees and all other costs incurred in commencing, maintaining or defending such action (which will include an allocable portion of the expense of such party's

corporate legal department). In addition, the prevailing party will be entitled to recover from the non-prevailing party post-judgment attorneys' fees incurred in enforcing a judgment against the non-prevailing party.

**18. Entire Agreement:**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.

**19. Account deactivation:**

A user/reseller account will be deactivated and all credit/commissions forfeited if not used or accessed within a two year period.

**20. Miscellaneous:**

All notices under this Agreement shall be in writing and shall be deemed to have been duly given when receipt is electronically confirmed, if transmitted by facsimile or e-mail or upon receipt, if sent by certified or registered mail, return receipt requested. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.