

It is required that you read and agree to these Terms and Conditions before becoming an Independent Reseller of Apex Virtual Solutions. By becoming an Independent Reseller, You agree to be bound by these Terms and Conditions. This Agreement does not imply or create a partnership between the Independent Reseller and Apex Virtual Solutions Definitions.

1. "Referring Customer", "Salesperson", "Webmaster", "Affiliate", "Sponsor", "my", "You" and "I": An independent person or entity wishing to promote the services of Apex Virtual Solutions.

2. "Independent Reseller": An independent person or entity wishing to promote the services of Apex Virtual Solutions.

3. "Independent Contractor": A Independent Reseller/Salesperson who is accepted by Apex Virtual Solutions pursuant to the terms and conditions of this Agreement and who shall be considered wholly independent of Apex Virtual Solutions for tax and liability purposes.

4. "Independent Reseller Agreement": The agreement between the Independent Reseller and Apex Virtual Solutions, which shall not be construed or interpreted to create an agency, partnership, joint venture, respondent-superior, employer-employee or any other relationship other than defined in these Terms and Conditions

I. Applicant Warranties, Guarantees and Representations Independent Reseller/Webmaster represents, warrants and guarantees as follows:

1. I am 18 years of age or over the age of majority in my jurisdiction and will submit proof of my age if requested.

2. I am entering this Independent Reseller Agreement as an Independent Contractor.

3. I am not a partner, agent, employee, broker, salesperson, salesman, saleswoman, shareholder or in any business relationship with Apex Virtual Solutions other than that of an Independent Contractor and will make no representations to any third party that contradict this fact.

4. I am solely responsible for selecting and providing any and all content, material, products, and/or services for my marketing efforts to promote the site of Apex Virtual Solutions.

5. The content, images, design, URL/Domain, text and domains on my promotion pages do not infringe on the rights of others including, but not limited to, copyrights, patents, trademarks, domain names and any other intellectual property rights of others.

6. I will not publish or use any pornographic or obscene material of any kind to promote Apex Virtual Solutions.

7. I will not use SPAM or UNSOLICITED BULK EMAILS to promote Apex Virtual Solutions.

8. I am not using, supplying, publishing or transferring, in any way, programs, files, data, viruses, worms, e-mail acquisition programs, "Trojan" viruses or any other monitoring or destruction program on the pages I use to promote the sites of Apex Virtual Solutions or directly to members of the sites of Apex Virtual Solutions.

9. Failure of Apex Virtual Solutions to require compliance with the terms of this contract or act upon perceived breaches by Independent Reseller does not constitute a waiver of the rights, claims and remedies available to Apex Virtual Solutions.

II. Consideration for Agreement

I. Commissions and Payments.

i. The Independent Reseller is responsible for setting up their own pricing for the Apex Virtual Solutions products sold to their clients. Apex Virtual Solutions will provide the reseller a list of retail rates and quotes can be given for services that don't fit within the standard package options. Reseller discounts are given based on the Apex Virtual Solutions reseller package chosen by the reseller.

ii. **Modified Retail Rates:** Apex Virtual Solutions retail rates are subject to change from time to time, without notice upon posting on Apex Virtual Solutions.

iii. **Modified Services:** Apex Virtual Solutions reserves the right, in its sole and exclusive discretion, to alter or modify our Services at any time including the method and terms of all payment benefits to Independent Reseller. Any changes posted shall be binding upon all affiliates, including Independent Reseller, immediately upon posting the changes. It shall be Independent Reseller's sole obligation to check the Apex Virtual Solutions site or members area to determine if there have been any changes to the Services.

iv. **Time and Method of Payment.** It is the reseller's responsibility to collect all payments from their clients. It is the reseller's responsibility to ensure that all payments are collected and submitted to Apex Virtual Solutions at the agreed upon time.

- Website and Creative Design Sales: Apex Virtual Solutions must receive 50% of the cost of services upfront before any design services are rendered and the other 50% is due within 10 days of the project completion. This includes website design, logo design, promotional materials design, social media profile design and any other design related projects. If the reseller is unable to submit payments in a timely manner; 100% of the cost of all website and creative design payments will be due upfront. Late fees may be assessed to all overdue invoices.
- Marketing Sales: Apex Virtual Solutions must receive 100% of the cost of the services upfront before any marketing services are rendered.
- Administrative Sales: Apex Virtual Solutions must receive 100% of the cost of the services upfront before any virtual administrative services are rendered.
- Hosting Services: Apex Virtual Solutions must receive 100% of the cost of the hosting services upfront before any services are rendered.

2. Term and Termination of the Agreement:

Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party notice of termination. Notice sent to the email address submitted by Independent Reseller is considered sufficient notice to terminate this Agreement. You may send a notice of termination to Apex Virtual Solutions at admin@apexassisting.com.

III. Miscellaneous Provisions

1. Disclaimers:

Apex Virtual Solutions shall not be liable for any damages (indirect, special, or consequential) or any loss of revenue, profits, or data, arising in connection with this Agreement or the Program, or due to any mistakes, omissions, delays, errors, interruptions in the transmission or receipt of Apex Virtual Solutions' services, content or Program materials, including without limitation any losses due to server problems or due to incorrect placement of HTML. Further, the aggregate liability arising with respect to this Agreement and the Program of Apex Virtual Solutions shall not exceed the total Commissions paid or payable to Independent Reseller under this Agreement. Apex Virtual Solutions makes no representations or express or implied warranties with respect to the program,

any service or items sold (including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement or any implied warranties arising out of the course of performance, dealing or trade usage.) In addition, we make no representation the operation of our website will be uninterrupted or error-free and we will not be liable for the consequences of any interruptions or errors.

2. Contact:

Any and all questions regarding these Terms and Conditions Please Contact Us.

3. Acceptance of Terms and Conditions:

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND APEX VIRTUAL SOLUTIONS. BY SIGNING THIS AGREEMENT YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN AND ARE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS INDEPENDENT RESELLER AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS HEREOF. YOU CANNOT BECOME A MEMBER OF OUR RESELLER PROGRAM UNLESS YOU HAVE ACCEPTED EACH AND EVERY TERM HEREOF.

Reseller Name (Please Print)

Reseller Signature

Date
