

# Partnership Agreement

This Partnership Agreement is a written contract between Millennium Rise, Inc, trading as Joint Effort (hereinafter referred to as Joint Effort) and you (hereinafter referred to as the Partner) that spells out the terms and conditions of our partnership.

By submitting your request to be registered as a partner you agree to be bound by all terms and conditions set by this Agreement.

By accepting your request Joint Effort agrees to be bound by all terms and conditions set by this Agreement.

## 1. DEFINITIONS

1.1. Unless the context requires otherwise, certain terms in this Agreement have special definitions, which appear below.

- “ **Website**” is a collection of web pages (documents typically written in HTML, almost always accessible via HTTP and displayed in users’ browsers) with images and other digital assets interconnected with hyperlinks, hosted on one or more web servers and made available to public.
- “ **Partner**” is a website owner, a webmaster or any other person(s) authorized by the owner(s) of the website, who has the right to enter agreements and make decisions on behalf of legal web site owner(s), make legal changes and alterations to the website, have full access to website source files, is willing to install Joint Effort platform and join Joint Effort network, and has sent a partnership request to Joint Effort.
- “ **Partner Website**” is a website that has Joint Effort platform installed on it and is linked to Joint Effort users’ database.
- “ **Partnership Request**” is a request sent to Joint Effort via Joint Effort website ([www.jointeffort.com](http://www.jointeffort.com)), which expresses the Partner’s desire to install Joint Effort platform on a website s/he owns or is in charge of.
- “ **Partnership Request Form**” is an application available online at <http://www.jointeffort.com/contact-partnership> to be completed by the Partner detailing the Partner’s information and requirements, and notifying Joint Effort of the Partner’s accepting the terms of this Agreement.
- “ **Commission**” means the sums payable to the Partner in accordance with the terms of this Agreement.
- “ **Joint Effort Network**” is a network of websites and databases by means of which Joint Effort supplies its End User Services.
- “ **Joint Effort Platform**” is a complete set of software and tools that allow to create an online community on the Partner Website and link it onto the Joint Effort Network.
- “ **End User**” is a user of End User Services who joined the Joint Effort Network through any Partner Website and has a profile in the Joint Effort Network.
- “ **Member**” is an End User who acquired a VIP membership or opted for one-time paid services offered by Joint Effort Network.
- “ **End User Services**” means the Internet online communication services, including but not limited to a messaging system, profile search, photo uploading, sharing and storing, ratings and voting, provided by Joint Effort.
- “ **Term**” means the period from the date of this Agreement until its termination as determined by the terms of this Agreement.

## 2. JOINT EFFORT PARTNER OBLIGATIONS

2.1. Upon receipt of the completed Partner Request Form Joint Effort reviews the form in a timely manner and informs of the Partner of the approval or notifies of the denial. If the Partnership Request form is approved, Joint Effort will cooperate with the Partner to design and implement the Joint Effort system on the Partner Website, which upon completion will be hosted by Joint Effort on Joint Effort servers.

2.2. Joint Effort installs the Joint Effort platform on the Partner Website, hosts the network, handles traffic and provides administration, partner, technical and end user support services.

2.3. Joint Effort pays the Partner Commission of 50% of all payments made by Joint Effort Members who joined the Joint Effort Network through the Partner Website unless Joint Effort and the Partner agreed in writing otherwise.

### **3. MEMBERSHIP AND END USER SERVICES PRICING**

3.1. The price charged for VIP membership and End User Services is determined at the sole discretion of Joint Effort and may be subject to change without a prior notice to the Partner. The price is determined by Joint Effort current pricing policies.

### **4. PROCESSING OF MEMBERSHIP AND END USER SERVICES PAYMENTS**

4.1. Joint Effort is solely responsible for processing all Joint Effort Network Members' payments made for VIP membership, one-time paid End User Services, membership renewals, cancellations, refunds and all payment-related end user service and support.

### **5. PARTNER COMMISSION**

5.1. Joint Effort is to pay Commission to the Partner, which constitutes 50% of net receipts received from Members, who joined the Joint Effort Network through the Partner Website.

5.2. Member profiles remain associated with the Partner Website for the lifetime of the project, and Commission of is paid to the Partner for each payment made by Members, who joined the Joint Effort Network through the Partner Website.

5.3. The costs arising from processing and handling chargebacks made by Members through the Partner Website, whose profiles are associated with the Partner Website, are withheld from the Partner Commission payment.

5.4. Net receipts are defined as gross receipts less VAT and/or other applicable taxes, credit card processing charges, merchant charges, third-party payment processing charges, foreign currency conversion costs, fraud, refunds and reimbursements.

5.5. Joint Effort gives no guarantees of any kind as to the Partner's income received from Joint Effort because the Partner's income depends entirely upon the Partner Website popularity, the number of visitors and registrations, and the Partner's personal time and efforts devoted to promoting the services. Joint Effort cannot guarantee the Partner income level and overall success of the Partner Website, nor is responsible for all and any of Partner's actions associated with joining the Joint Effort Network and promoting it.

### **6. PAYMENT**

6.1. Payment will be made in checks or electronic funds transfers.

6.2. Partner is granted the immediate access to the Partner Website statistics and is given an opportunity to track the Partner Website performance and payments history and statistics at all times.

6.3. Joint Effort makes no payments of less than the equivalent of \$100 in any currency. Commission accrues until the amount of \$100 is payable. The foreign currency conversion rates of Joint Effort bank on the day of payment apply.

### **7. JOINT EFFORT PLATFORM INSTALLATION**

7.1. After the Partnership Request Form is received, reviewed and approved by Joint Effort, Joint Effort enables the Partner to install the Joint Effort Platform and link the Partner Website onto the Joint Effort system. The process of the Partner Website customization and software installation is fully automated.

7.2. In some cases the Partner may request, and the Joint Effort will provide the services of website design, development, and customization necessary to install the Joint Effort Platform on the Partner

Website and to link it onto the Joint Effort Network. These services are the subject of a separate agreement made in writing by the Partner and Joint Effort.

7.2. If Joint Effort is to provide additional services as described in 7.2., Joint Effort will request and must be given access to the source files required to make the corresponding changes to the web site and provide the services as described above.

7.3. Joint Effort expressly states that no services other than those necessary for installing and running the Joint Effort Platform on the Partner Website will be provided.

## **8. JOINT EFFORT PRIVACY POLICY**

8.1. Joint Effort Privacy Policy forms a part of this Agreement.

8.2. Joint Effort is committed to protecting privacy rights of Partners and Members at all time. Any and all information received by Joint Effort from Partners and Members will be kept in strict confidence with the utmost care. Under no circumstance will Joint Effort sell this information, share it, barter, publish and/or make available to public in any form.

8.3. Joint Effort expressly states that it retain the right to disclose Partners' and Members' information if required by law when the disclosure is necessary to protect our rights.

8.4. Having joined the Joint Effort Network, the Partner receives a password to access Joint Effort administration area. Joint Effort does not disclose Partner passwords, ever, to anyone, under any circumstances, and Joint Effort assumes no responsibility, if, having lost control over the password, the Partner allows others to access and change the personal information and account information. Joint Effort cannot be held liable for any loss and damage of information or incorrect payments occurred due to the Partner's failure to protect the password and the Partner's information.

8.5. All Joint Effort Partners are obliged to comply with Joint Effort Privacy Policy as described in Section 8 of this Agreement.

## **9. VARIATIONS**

9.1. Joint Effort reserves the right to make any changes, alterations and modifications to the terms and conditions outlined in this Agreement, at the sole discretion of Joint Effort at any time. Joint Effort will notify the Partner of such changes, alterations and modifications in writing.

9.2. The Partner reserves the right to terminate this Agreement immediately and remove Joint Effort Platform form the Partner Website if the Partner disagrees with any changes, alterations and modifications, made to the Partnership Agreement by Joint Effort.

9.3. Should the Partner continue using Joint Effort Network and Joint Effort Platform, the continued participation will constitute the Partner's acceptance of the changes, alterations and modifications made by Joint Effort.

9.4. The Partner may not and will not make any changes, alterations and modifications to the terms and conditions of this Agreement.

## **10. LIMITED USE**

10.1. Under no circumstances may the Partner use Joint Effort Platform, including but not limited to Joint Effort business model, software, tools, user interface, administration tools, for any purpose, except for joining Joint Effort Network and working through the Joint Effort Network as specified by the terms of this Agreement.

## **11. INTELLECTUAL PROPERTY RIGHTS**

11.1. Joint Effort hereby grants the Partner a worldwide, non-transferable, non-exclusive, revocable right to use Joint Effort trademarks, logos, trade name, and other brand identifying materials, to promote the Partner Website, Joint Effort Platform, and Joint Effort Network pursuant to the terms of this Agreement.

11.2. Under no circumstances may the Partner use Joint Effort trademarks, logos, trade name, and other brand identifying materials to create an image of Joint Effort that is negative, un-professional or otherwise unfavorable.

11.3. The Partner agrees that the copyright in any data contained within the Joint Effort Network belongs exclusively to Joint Effort.

11.4. The Partner acknowledges that Joint Effort Platform, including but not limited by software, tools, services, data, images and source code remain the exclusive intellectual property of Joint Effort.

11.5. The Partner grants to Joint Effort a worldwide, non-transferable, non-exclusive right to use the Partner trademarks, logos, trade name and other brand identifying materials to promote the Partner Website, Joint Effort Platform, and Joint Effort Network pursuant to the terms of this Agreement.

11.6. Joint Effort acknowledges that all intellectual property rights to the Partners' trademarks, logos, trade names and other brand identifying materials belong solely to the Partner.

11.7. All Partner Websites must have Joint Effort logo and "Powered by Joint Effort" indication on them, with the active hyperlink to Joint Effort website ([www.jointeffort.com](http://www.jointeffort.com)).

11.8. Should the Partner become aware of the infringement or a treat of infringement of intellectual property rights of Joint Effort, the Partner must inform Joint Effort of such infringement and make every reasonable effort to prevent the infringement.

11.9. The Partner hereby confirms that all and any trademarks, logos, trade names, and any other materials provided to Joint Effort belong to the Partner, are either of the Partner's own original creation or legally licensed from the third parties, not protected by third party copyrights, do not violate any intellectual property rights, and are not in any way offensive, illegal, unlawful or defamatory.

11.10. The Partner hereby indemnifies Joint Effort against all expenses, losses and costs incurred as the result of the Partner's illegal and unlawful use or any trademarks, logos, trade names and any other materials that violates third parties rights.

## **12. OWNERSHIP OF MEMBERS AND DATA PROTECTION**

12.1. All End User and Member profiles are the property of Joint Effort. Joint Effort stores and protects End Users and Members personal information, and does not provide it to anyone including Joint Effort Partners. The Partner has no right to access any personal information of End Users and Members.

12.2. The Partner expressly states that all End User and Member personal information and profiles created and entered into the Joint Effort Network through the Partner Website have been obtained legally, lawfully, and ethically.

## **13. TERM AND TERMINATION**

13.1. This Agreement comes into effect upon the receipt of the Partnership Request from the Partner by Joint Effort. This Agreement remains effective until terminated by either party. The written termination notice is sent to the other party one month prior to the intended termination of the Agreement.

13.2. Joint Effort reserves the right to terminate the Agreement immediately if:

(1) the Partner Website contains offensive, illegal, unlawful or defamatory materials;

(2) the Partner Website violates third parties' copyrights, intellectual property rights or any other rights;

(3) the Partner Website damages Joint Effort reputation by inappropriate representation of Joint Effort Platform, Joint Effort Network and Joint Effort services in general;

(4) the Partner violates any of the terms and conditions of this Agreement and fails to resolve the issue of violation to Joint Effort satisfaction.

13.3. If the Agreement is terminated as described in 13.1, Joint Effort continues paying the Commissions to Partner as described in Section 6 of this Agreement. If the Agreement is terminated for the reasons stated in 13.2, Joint Effort stops paying the Commissions immediately upon the termination of this Agreement.

#### **14. CONSEQUENCES OF TERMINATION**

14.1. Having terminated this Agreement for any reason, both parties will:

(1) not hold themselves out as connected with each other in any way;

(2) immediately cease to use each other's trade names, logos, trademarks and other materials of advertising and promotional nature that mention each other's brands.

(3) terminate the access to Joint Effort Network on the Partner Website and notify the members of a different website they may regain their access to Joint Effort Network from.

14.2. The Partner will:

(1) uninstall Joint Effort Platform from the Partner Website;

(2) take out Joint Effort logos and "Powered by Joint Effort indications";

#### **15. WARRANTY DISCLAIMER**

15.1. Joint Effort will not, under any circumstances, be liable for any losses and damages of any kind that result from the use or inability to use all and any Joint Effort service, Joint Effort Platform, Joint Effort Network, Joint Effort information and help. They include but are not limited by use or inability to use Joint Effort Platform and Network, Joint Effort website at [www.jointeffort.com](http://www.jointeffort.com), use or inability to use any hyperlink from Joint Effort website, errors or omissions, failures of the site and Joint Effort personnel to perform in the manner the Partner expects, delay, interruption and/or defect in site and/or Joint Effort Network operation.

15.2. Under no circumstances Joint Effort is held liable for any damages including but not limited to any direct or consequential damages, incidental damages and other miscellaneous damages or losses associated with the Partner using Joint Effort Platform and Network, Joint Effort website, joining the system and promoting the services as described in this Agreement and other Joint Effort documents.

15.3. Joint Effort gives no warranties, expressed or otherwise, of any kind as to the performance of the Partner Website and the Partner's level of income.

15.4. While taking every commercially reasonable effort to provide high quality professional Joint Effort Platform, uninterrupted Joint Effort Network functioning and other services, including but not limited to End User support, Member support, Partner support, technical support and consultancy, Joint Effort assumes no responsibility for the Partner's losses incurred by using or not using Joint Effort services.

#### **16. INDEMNIFICATION**

16.1. The Partner shall defend, indemnify and hold harmless, at the Partner's own cost, Joint Effort, its affiliates, branches, directors, officers, employees and agents from any and all losses, suits, claims, damages, penalties, costs, disbursements, debts, liabilities, and attorney fees that may be alleged,

asserted, demanded, recovered or otherwise incurred or sustained by Joint Effort as a result of the Partner's use of Joint Effort Platform and Joint Effort Network.

## **17. INDEPENDENT CONTRACTORS**

17.1. Joint Effort and the Partner are and remain independent contractors, and this Agreement expressly states that no clauses of it are intended to or will create any form of partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties entering this Agreement.

17.2. Joint Effort assumes no responsibility for the Partner's due payments of taxes as a result of any Commissioned earned through the use of Joint Effort Network.

17.3. The Partners of Joint Effort are not authorized to make or accept any offers, representations and statements on behalf of Joint Effort, make any modifications to this Agreement warranties or additional warranties not described in this Agreement.

## **18. GENERAL**

18.1 The Partner shall not assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of Joint Effort.

18.2 This Agreement constitutes the entire agreement between Joint Effort and the Partner, and supersedes any previous agreements, whether express or implied.

18.3 A failure by either party to exercise or enforce any rights defined by this Agreement shall not be deemed to be a waiver of any such rights.

18.4. This Agreement shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English Courts.