

## SpaSalonPro.com Referral Agreement

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Bizography, Inc., dba SpaSalonPro.com Referral Partner Program (the "Program"). As used in this Agreement, "we" mean Bizography, Inc. dba SpaSalonPro.com, "you" means the applicant, and "item" means SpaSalonPro Appointment Scheduling Services & Website Services.

**1) Earning of Referral Fees:** Only customers referred to us through the referral partner lead referral page at <http://www.spasalopro.com/referralprogram> may count towards the earning of referral fees. Customers referred to us by you through word of mouth, or any other form of communication is not eligible for referrals, and will not count towards referral fees.

**2) Terms for Qualified Referrals:** In order for a referral partner to qualify for a referral fee, the following conditions must be met:

- A. All required fields at <http://www.spasalopro.com/referralprogram> be completed in full.
- B. Lead must sign a contract with Bizography, Inc. dba SpaSalonPro.com appointment scheduling services or website design services.
- C. Referral includes, Company Name, Company Contact, email address, phone #, address
- D. Referral includes the referral partners Company Name, Contact name, address, phone#, email address.

**3) Referral Fee Payments:** We will pay the first month fee for appointment scheduling or template website services and 10% of website fee for an SSPcustom website contract for all Qualified Referrals from the referral partner. Payment will be made in the form of a company check. Referral Fee payments will be made according to the Payment Schedule.

**4) Payment Schedule:** Payments for Qualified Referrals will be paid 45 days after the referred customer has paid Bizography.

**5) Cancellation of Program Enrollment:** Bizography, Inc. dba SpaSalonPro.com reserves the right to cancel your enrollment in the program at any time for any reason. Any outstanding Referral Fees are subject to the Terms for Qualified Referrals, and will be paid according to the Payment Schedule.

**6) Responsibility for Your Site:** You will be solely responsible for the development, operation and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for:

1. The technical operation of your site and all related equipment;

2. Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy or other personal or proprietary rights);
3. And for ensuring that materials posted on your site are not libelous or otherwise illegal.

We disclaim all liability for these matters. Further, you will indemnify and hold Bizography, Inc. dba SpaSalonPro.com harmless from all claims, damages and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance and contents of your site.

**7) Term of the Agreements:** The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or Bizography, Inc., dba SpaSalonPro.com may terminate this Agreement at any time, with or without cause, by giving the other party written or e-mail notice of termination. You are only eligible to earn referral fees on sales occurring during the term, and fees earned through the date of termination will remain payable only if they satisfy the Terms for Qualified Referrals.

**8) Modification:** We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures and Program rules. **IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.**

**9) Limitation of Liability:** Bizography, Inc., dba SpaSalonPro.com will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising in connection with 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 to this Agreement.

**10) Independent Investigation:** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. 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 WEB SITE. 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.

**11) Miscellaneous:** This Agreement will be governed by the laws of the United States and the State of Georgia, without reference to rules governing choice of laws. Any action

relating to this Agreement must be brought in the federal or state courts located in Atlanta, Georgia, and you irrevocably consent to the jurisdiction of such courts. 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.

In witness hereof, the parties have executed this agreement in the State of Georgia and the laws of Georgia will bind any legal issues arising from this contract.

Partner:

Bizography, Inc.:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title : \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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