

XBS Global Affiliate Terms and Conditions

1. Compensation is paid on a per new account basis based on monthly referral activities and per our payment scale. Affiliates will be paid on leads - defined as a business contact entered into our internal CRM system by using your customized URL that is converted to an approved merchant account.
2. Payment method is at XBS sole discretion. All affiliates must complete the Affiliate Program Contact Form and have received an approval email.
3. All Affiliates reaching total payments of \$500 within a single calendar year are required to submit a W-9 tax form. Failure to do so will result in suspension of all future payments until the form has been received.
4. Cookie length is 180 days (tracking method). The affiliate will be paid on any referral that converts to customer status within that time period.
5. Duplicate leads/referrals. Once a lead is tracked or recorded in our CRM system it belongs to the referring affiliate for 6 months and if referred by a 2nd business will not be considered a valid lead or show up in referral statistics. If the business/referral is not approved for a merchant account within 6 months the business is eligible to become a valid lead again.
6. Affiliates cannot compete with XBS's market in providing merchant account services, credit card processing software and equipment, and cannot in any manner advertise as a competitor for "merchant accounts", "card processing equipment" or any other industry related terms, products, or services on any search engine (such as Google, MSN, Bing or Yahoo!) for the purpose of generating leads.
7. Affiliate websites are evaluated according to our own guidelines and policies and XBS reserves the right to decline any Affiliate application based on the submitted website.

8. Though unlikely, should program changes occur, XBS reserves the right to change any commission rate structure at any time. Affiliates will be notified by any such change 90 days prior to the effective change date in writing via the email address associated with the Affiliates account information.
9. XBS ***does not permit spam of any kind*** including unsolicited emails, posting to any inappropriate newsgroups that do not allow business content or using XBS name in any unsolicited communications.
10. XBS reserves the right to terminate any account/Affiliate due to inactivity. An account is considered inactive after 3 months with no referrals.
11. Affiliates may not use their referral's contact information for any other purpose other than referring their business to XBS - including selling the leads contact information.
12. XBS is not responsible for lost referrals due to the following reasons, including but not limited to -
 - Erroneous tracking by affiliate, including but not limited to the use of iframes, misspelled affiliate URL, multiple URL re-direction, etc.
 - Referred visitor has browser set to not accept cookies.
 - Referred visitor contacts us after the cookie has expired.

Additional Legal Terms & Conditions:

1. Each party with respect to this agreement shall be considered independent contractors and nothing in this agreement shall be construed as creating a partnership, joint venture, employment, agency, fiduciary or other similar relationship. You will be responsible for all owed taxes on "commissions" and will be sent a 1099 earnings statement.
2. You shall fully comply with laws, statutes and federal and or state regulations in the performance of any activities under this agreement.

3. You shall indemnify and hold XBS harmless from any and all losses, claims, damages, liabilities and expenses, including attorney's fees and costs arising out of the manner that you find leads and or your failure to comply with applicable law.
4. You may not assign your rights or obligations under this agreement to any other party.
5. You may not amend or waive any provision of this agreement unless in writing and signed by both parties.
6. This agreement shall be governed by the interpreted in accordance with the laws of the state of NC.

XBS reserves the right to terminate this agreement and all unpaid earnings will be forfeited by the Affiliate if for any reason the Affiliate is deemed in violation of the above terms and conditions.