PPS Success LLC Affiliate Program
Operating Agreement

This Agreement contains the complete terms and conditions that apply to an individual's or entity’s participation in the PPS Success LLC Affiliates Program (the "Program"). As used in this Agreement, "we" means PPS Success LLC, "you" means the applicant, and "product" means any item owned by and offered for sale on the PPS Success Mastery Center site. "Site" means a World Wide Web site. "Our site" means the PPS Success LLC's site, and "your site" means any and all World Wide Web sites owned, operated, or managed by you that you link to our site from.

1. Program Enrollment

To begin the enrollment process, you must submit a request to us via affiliate@ppssuccess.com which includes your website address, if you have one. We will evaluate your application and notify you of your acceptance or rejection. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Program. Unsuitable sites include sites that:

* Promote, contain, or link to sexually explicit materials
* Promote violence
* Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
* Promote illegal activities
* Promote products and/or services that are contrary to the ethical values of the C.H.E.K Institute
* Contain any libelous, defamatory, or disparaging materials

If we reject your application, you are welcome to reapply to the Program at any time.

2. Listing PPS Success LLC products on Your Web Site

If your application is accepted, you will be given access to a password protected area of our site, where you may download banners, images, links to our products and other materials (collectively, "our
Materials”). You will be responsible for monitoring our site for updates to our Materials. You agree to maintain the confidentiality of your password to our site, and not to provide your password to any third party. You will promptly notify us of any unauthorized use of your password.

You may display as many links to the PPS Success Mastery Center website as you would like on your site, as long as you use the format made available on the password protected area of our site. If you incorporate our marks or links into a site other than your site, this Agreement will automatically terminate. You may not alter any banners, logos, or other content included on our site without written permission from PPS Success LLC. All modified links must be approved in writing by PPS Success LLC. We reserve the right in our sole discretion to monitor your site at any time and from time to time to determine if you are in compliance with the terms of the Agreement. You may not at any time list policies or terms, availability information, special deals, discounts or gifts with purchase or similar information regarding the products on your site.

3. Order Processing

We will process product orders placed by customers who follow approved links from your site to the PPS Success Mastery Center website. We reserve the right to reject orders that do not comply with any requirements that we have established or may establish in the future. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms; process payments, cancellations, and returns; and handle customer service. We will track sales made to customers who purchase products using approved links from your site to our website. You will be able to see all of your affiliate activity on your "My Affiliate Account" page at any time.

To permit accurate tracking, reporting, and fee accrual, you must ensure that the links between your site and our site are properly formatted. If our product pages change and you have links that direct visitors to those pages, we will redirect your visitors to an appropriate page automatically.

4. Commissions

We will pay you commission on all product sales to third parties. For a product sale to generate a commission, the customer must follow a link from your site to our site, purchase the product using our automated ordering system, accept delivery of the product at the shipping destination, and remit full payment to us.

5. Fee Schedule

You will earn commission based on the sale price of qualifying products, according to fee schedule established by us. Retail price means the sale price a customer pays for a product and excludes costs for
shipping, handling, gift wrapping, returns, charge-backs, fraud, exchanges and taxes. The current commission schedule is 10% of the sales price of any PPS Success LLC product.

6. Limitations

1. PPS Success LLC does not offer affiliate commissions payments for any products purchased personally through your affiliate link while they are on sale or have other discount offers attached.

2. PPS Success LLC does not offer affiliate commissions payments for any PPS Mentoring Services.

3. PPS Success LLC does not offer affiliate commission payments for any 3rd Party Joint Venture products or services offered through the PPS Success Mastery website.

7. Fee Payment

Commission payments will be made via direct mail in the form of a check. Our minimum commission payment is $50.00 USD. Accounts that meet the $50.00 USD minimum in commissions will be issued payment on a monthly basis. Accounts not meeting the minimum of $50.00 USD in any month will be paid in the first following monthly cycle that the account accrues the $50.00 minimum balance.

Approximately 30 days following the end of each month, we will send your funds via the United States Postal Service for the commissions earned on products that were shipped during the previous month, less any taxes that we are required by law to withhold. If the commission earned is less than $50.00 USD, we will not send payment, but roll forward the commission earned to the subsequent month until you reach the minimum.

If a product that generated a commission is returned by the customer, we will deduct the corresponding fee from your next monthly payment. If there is no subsequent payment, we will send you a bill for the fee. Commission earned can be used by you as credit toward your future purchases at the PPS Success Mastery Center, if you inform us in writing that you choose this option. Once chosen, you may not change back to the PayPal payment method for a minimum of six months. For US residents and citizens, PPS Success LLC reserves the right to withhold any payments until you have provided us with a properly executed W-9 form as prescribed by the Internal Revenue Service. Until PPS Success LLC receives your signed W-9 form, sent to fax number +1 720-293-2116, attn: PPS Success Affiliate Program, any commission checks payable to you may be withheld.

Click here for a copy of the IRS W-9 form
8. Policies and Pricing

Customers who purchase products through this Program will be deemed to be customers of PPS Success LLC. Accordingly, all PPS Success LLC rules, policies, and operating procedures concerning customer orders, customer service, marketing, promotions, and product sales will apply to those customers. We may change our policies and operating procedures at any time without notice to you. We will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

9. Identifying Yourself as a Partner

We will make available to you the graphic images that identify your site as a Program participant. You will prominently display this logo or the phrase "In association with the PPS Success Mastery Center" somewhere on your site to establish this relationship.

10. Limited License

We grant you a non-exclusive, revocable right to use our Materials, including the icon and message described in Section 8 and such other images for which we grant express permission, solely for the purpose of identifying your site as a Program participant. You may not modify our Materials in any way. We reserve all of our rights in our Materials, our trade names and trademarks, and all other intellectual property rights. We may revoke your license at any time by giving you written notice.

11. Partner Program Responsibilities

You will be solely responsible for the development, technical operation, and maintenance of your Web site and for all materials that appear on your site. Among other things, this includes ensuring that product descriptions and articles on your site comply with all applicable copyright and other laws. You must have express permission to use another party's copyrighted or other proprietary material. We will not be responsible if you use another party's copyrighted or other proprietary material in violation of the law. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including but without limitation to attorneys' fees) arising from or relating to the development, operation, maintenance, and content of your site.

Except as provided here, you agree that you have no rights, title, or interest in or to our Materials or any trademark or trade name included therein, and your use of all such trademarks and trade names will inure to the benefit of PPS Success LLC. You agree not to apply for registration of any such trademarks (or any mark similar thereto) anywhere around the world. You agree that you will not engage,
participate, or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and/or reputation of PPS Success LLC.

Affiliates acknowledge and agree that their Web site information (name, URL, traffic counts, etc.) may be utilized by PPS Success LLC. Possible uses include (but are not limited to) lists of the busiest sites, lists of member sites, etc. Affiliates agree to allow PPS Success LLC to use screen shots of any Web page that contains any of our Materials.

Anyone found in deliberate violation of these terms and conditions is subject to being banned from the PPS Success Mastery Center website.

12. Terms of the Agreement

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 we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. You are only eligible to earn commission on sales occurring during the term, and fees earned through the date of termination will remain payable only if the related product orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

13. 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 commissions, fee schedules, payment procedures, and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOOURSE 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. In addition, you must refer to this site to see if the agreement has changed. We are not obligated to inform you.

14. Relationship of Parties

Each party shall act as an independent contractor, and nothing set forth in this Agreement will create any Affiliate, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.
15. Limitation of Liability

We 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 commissions paid or payable to you under to this Agreement.

16. Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including but without limitation to warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

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.