



- Instant Deal Reseller License -

NON TRANSFERABLE LICENSE: DO NOT PASS THIS LICENSE TO YOUR CUSTOMERS

Non-transferable, non exclusive, 'deal reseller' license grant you the right to sell this product and retain 100% of all transaction fees only when sold using the EasyDealBuilder software platform.

Important: You are responsible for all marketing, promotional activities and first layer, billing and post payment access level support for your customers, including the honouring of any/all refund requests made by your customers along with the detailed reseller obligations contained within this document.

You may **sell unlimited numbers of this product** to your customers at any price you choose **at or above our recommended minimum pricing** (minimum license pricing is set within each deal export file). No royalties or license renewal fee will be levied.

- You may not offer this product for free or as a bonus
- You may not include this product within any membership site.
- You may not unlock or attempt to or redistribute the product download files outside of our product registration/delivery system
- You may not redistribute the links to our product registration system to anyone other than customers who have purchased the product.
- You may add additional bonuses to your offer but the licensed product must hold main sales focus on your deal page.

- You may integrate your deal offer within your own affiliate program but must not offer commissions higher than 75% (higher %'s such as 100% commission offers are classed as a license transfer and are not permitted)

This product cannot be given away for free, traded or bartered in any way.

Failure to adequately protect your unique registration form url, open publication of it, and non compliance with these terms will result in the immediate termination of your license and suspension of all your rights to resell this product.

Under no circumstances can you use the names MemberSpeed Inc., Power House Technology LLC, Jeremy Gislason or Simon Hodgkinson in any of your marketing, advertising or promotional campaigns.

Intellectual Property Rights: Power House Technology LLC is the owner or licensee of all intellectual property rights forming part of this products and its documentation (including the marks). Neither this agreement nor any licence or sub-licence granted under this agreement shall be construed to convey or transfer any ownership or proprietary interest in any Intellectual Property Rights in this product, documentation or the marks to the reseller or any third party.

Reseller's Obligations: The Reseller shall use best endeavours to promote and market this product (at its own cost), seek orders for the products using all due care and diligence and shall cultivate and maintain good relations with the reseller's clients and potential clients in accordance with sound commercial principles.

The Reseller shall conduct (at its own cost) the promotion and marketing of this product along with the provision of support services with all due care and diligence.

The Reseller shall provide first level support and maintenance services to the reseller's clients.

The Reseller shall not: Describe itself as agent or representative of Power House Technology LLC except as expressly authorised by this Agreement;

Hold itself out, or permit any person to hold it out, as being authorised to bind Power House Technology LLC in any way nor do any act which might reasonably create the impression that it is so authorised;

Pledge the credit of Power House Technology LLC in any way;

Use any advertising, promotional or selling materials in relation to the Marks, except those supplied or approved by Power House Technology LLC

Engage in any conduct which in the opinion of Power House Technology LLC is prejudicial to business or the marketing of this products generally;

Make or give any promises, warranties, guarantees or representations concerning this product other than those contained in the documentation.

The Reseller shall indemnify and keep indemnified Power House Technology LLC from and against any and all loss fees and costs incurred by Power House Technology LLC resulting from breach of this Agreement by the Reseller including:

Any act or neglect or default of the Reseller's agents employees licensees or Clients;

breaches resulting in any successful claim by any third party alleging libel or slander in respect of any claim in any documentation or any other matters arising from the resale of this product PROVIDED THAT such liability has not been incurred by Power House Technology LLC through any default on its part in carrying out the terms of this Agreement.

The Reseller shall pay all expenses of and incidental to performing its obligations under this Agreement.

Warranty: Power House Technology LLC and its licensed agent does not warrant that the functions of the product will meet any particular requirements or that their operation will be entirely error-free or that all program defects are capable of correction or improvement. All other warranties including any implied warranties of merchantability, satisfactory quality or fitness for purpose or ability to achieve a particular result are hereby excluded. In the absence of fraud, no oral or written information or advice given by Power House Technology LLC or its agents or licensees shall create a warranty or give rise to any other liability other than is given in this Agreement.

Limitation of Liability: Save in respect of claims for death or personal injury arising from Power House Technology LLC's negligence, in no event will Power House Technology LLC be liable for any damages resulting from loss of data or use, lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of Power House Technology LLC whether such damages were reasonably foreseeable or actually foreseen.

Except as provided above in the case of personal injury, death, and damage to tangible property, Power House Technology LLC's maximum liability to the Reseller for any cause whatsoever (whether in the form of a refund, the additional cost of remedial services or otherwise) will be for direct costs and damages only, and will be limited to, where the event is covered by Power House Technology LLC's insurance policies, the amount which Power House Technology LLC actually recovers from its insurers under those policies, to a sum equivalent to the price paid to Power House Technology LLC under this Agreement for the Product

In no event shall Power House Technology LLC be liable to the Reseller for any losses whatsoever (whether lost future revenues, lost future profits, expenditure incurred to no benefit, or otherwise) suffered or incurred by the Reseller solely or substantially because this Agreement has been terminated.

All liability that is not expressly assumed in this Agreement is hereby excluded. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this clause Power House Technology LLC includes its employees, sub-contractors and suppliers. The Reseller acknowledges that Power House Technology LLC's employees, sub-contractors and suppliers shall have the benefit of the limits and exclusions of liability set out in this clause in terms of the Contracts (Rights of Third Parties) Act 1999. Nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentation.

Both parties acknowledge and agree that the limitations and exclusions of liability set out in this clause are reasonable and have been agreed taking into account the commercial value of this Agreement to each party and the commercial standing of each party.

Interpretation: In this Agreement unless the context otherwise requires:

Words importing any gender include every gender;

Words importing the singular number include the plural number and vice versa;

Words importing persons include firms, companies and corporations and vice versa;

References to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;

Reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

The headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation;

Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;

Any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

Any party who agrees to do something will be deemed to fulfil that obligation if that party procures that it is done.

In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule, the provision in the body of this Agreement shall take precedence.

Agency, Partnership: This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

Amendments: This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties.

Announcements: No party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from the other party.

Severance: If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

Language: This Agreement is made only in the English language. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.

Reservation of Rights: All rights not specifically and expressly granted to the Reseller by this Agreement are reserved to Power House Technology LLC
Proper Law and Jurisdiction: In cases of dispute legal resolution shall be determined by Court of NV, USA and both parties submit to the exclusive jurisdiction of that Court for such purposes.

These Terms Will Be Enforced To Protect All Licence Holders - Break Them And Your License Will Be Terminated Without Refund And Your Licence Revoked Immediately - Legal Action And Costs May Be Sought From Anyone Breaking Terms And Offering 'Against' Licence.

If In Doubt - ASK FIRST!

Support Desk:

<http://www.MemberSupportSite.com>