

# Telnexus Affiliate Program Terms and Conditions

1. Definitions
  - i. "Telnexus" signifies "Telnexus LLC, a Delaware Corporation, located at 2020 Milvia Street, Suite 250, Berkeley, CA 94704"
  - ii. "Referrer" (you) signifies the individual or enterprise that gives the information to Telnexus about a potential new customer
  - iii. "Referee" signifies the individual or enterprise referred to Telnexus by the Referrer, and who becomes a Telnexus customer
  - iv. "Telnexus Affiliate Program" signifies the marketing program described at <http://www.telnexus.com/partners/>
2. The Telnexus Affiliate Program is valid only for new referrals on new service activations for customers who have not subscribed to any Telnexus service within the last year. Individuals or enterprises that have already been submitted to Telnexus as a Referee within the last year are not eligible.
3. The Telnexus Affiliate Program is valid only for Referees in California and Referrers must be a legal resident of the United States. The Telnexus Affiliate Program cannot be combined with any other offers.
4. The Referrer is enrolled in the Telnexus Affiliate Program for a period of one year, and the Referrer's membership in the Telnexus Affiliate Program must be renewed annually. If the membership is now renewed, the Referrer's membership in the program is automatically terminated after one year.
5. The Referrer cannot be an owner, employee or agent of the Referee. The Referrer cannot be a Telnexus employee or family member of a Telnexus employee (Telnexus employees have other compensation programs available). The Referrer cannot resell Telnexus services.
6. Abuse of the Telnexus Affiliate Program may result in the disconnection of Telnexus services and forfeiture of all offers.
7. The Referrer is an independent contractor. Referrer is not an agent, employee, joint venture or partner of Telnexus. Referrer cannot make representations beyond those made on the Telnexus web site at [www.telnexus.com](http://www.telnexus.com). All services offered by Telnexus as subject to the Terms and Conditions listed at [www.telnexus.com/legal/](http://www.telnexus.com/legal/).
8. Payment for referrals by Referrer will be issued within 90 days of Referee service activation. Payment will not occur until Referee has paid their bill for the first two billing periods, and is in good standing. Payments will be made directly to the Referrer with a check or via a credit to the Referrer Telnexus account. Telnexus must have the Referrer W-9 and a record of acceptance of the Telnexus Affiliate Program Terms and Conditions in order to process Referrer payments.
9. **WARRANTY. TELNEXUS MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE AGREEMENT OR ANY SERVICES OR PRODUCTS THAT MAY BE INVOLVED AT ANY TIME WITH THIS AGREEMENT. TELNEXUS DISCLAIMS WARRANTIES (INCLUDING, WITHOUT LIMITATION), FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE OR USAGE. TELNEXUS MAKES NO REPRESENTATION THAT THE OPERATION OF THE TELNEXUS WEB SITE OR SERVICE AND PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. TELNEXUS IS NEITHER RESPONSIBLE NOR LIABLE FOR PUNITIVE OR CONSEQUENTIAL DAMAGES. ANY PRODUCTS OR SERVICES OF TELNEXUS ARE NOT TO BE USED IN MEDICAL OR OTHER CIRCUMSTANCES WHERE FAILURE OR INTERRUPTION COULD CAUSE INJURY OR DEATH.**
10. The governing law for this agreement is California, and any litigation will be in Alameda County, California.