



Affiligate Compliance Policy

The conditions below outline the mandatory compliance measures that all support call centers (“Telemarketer”) must agree to before beginning to process transactions. This Compliance Policy (“Policy”) governs the relationship between the Telemarketer and Affiligate (“Company”). Company is committed to maintaining the industry’s best standards and compliance regulations in providing support services.

Telemarketers promoting and supporting their own computer support and repair services must comply with the following:

1. The Telemarketer may not:

- 1.1. Make a Telemarketing call **unless the call is initiated by the Consumer** (e.g., by calling a number provided in the ad or the third party ad) or following an **explicit request by a Consumer** that the Telemarketer will call him back;
- 1.2. Use **scare tactics, false, misleading or deceptive tactics** (e.g., stating there are errors or malware when there are not) to upsell services, products and goods such as repairs and additional software;
- 1.3. **Falsely represent to the Consumers** that they need a repair of their computer or any software when in fact they do not;
- 1.4. Present to the Consumers that they have **malware, viruses or any harmful software** on their computer when such threats do not exist;
- 1.5. **Misrepresent** themselves, the products or the services they are selling; or **present to be endorsed** by a company or software which they are not (see section 1.8 below);
- 1.6. Use **misleading solicitation methods** to get the Consumer to purchase goods or services;
- 1.7. **Misrepresent** the aspects of the performance, efficacy or nature of the goods and services the Consumer is offered to purchase;
- 1.8. Falsely represent **sponsorship, endorsement or membership**. Telemarketers may not misrepresent affiliation with, endorsement or sponsorship by any person or entity (e.g., may not present as Microsoft Partner or use the Microsoft Certified seal). Further, the telemarketers may not create the impression of such association or that they are related to such affiliates in any way;
- 1.9. **Access to or install any software on Consumer’s computer** without obtaining the Consumer’s **prior informed and explicit consent**.

2. Telemarketers must:

- 2.1. Ensure that all required **disclosures are made truthfully**;
- 2.2. **Disclose any and all material information** to the caller **before** the Consumer pays. Material Information is any information that would likely affect the consumers decision whether or not to purchase the goods and services;
- 2.3. Obtain express verifiable authorization when the payment is made;
- 2.4. If there are warnings and errors to repair, the Telemarketer shall state to the Consumer the **root cause of the warning and errors** before selling the repair services;
- 2.5. **Record 100%** of calls from start to finish (inbound and outbound);

3. Data Collection.

- 3.1. **Telemarketers may not collect and store Consumer’s data (including credit card information)** during or based on the provision of the services, unless:
 - 3.1.1. The data collection is compliant with any applicable privacy and data protection laws and regulations;



- 3.1.2. The Telemarketer has disclosed to the Consumer the types of any information collected during the provision of the services and the purpose of the collection of each type.
- 3.2. Telemarketers may not use Consumers' personal information for any other purpose than for the purpose of the provision of the services without obtaining the Consumer's explicit consent for such use;
- 3.3. Any data collected and stored by Telemarketers, whether temporary or otherwise, shall be protected and secured as required by law.
- 4. Sales Verification Process (As applicable)**
 - 4.1. **Unless previously exempted in writing**, all sales must be reviewed by our Sales Verification Team;
 - 4.2. **In the above scenario**, sales will only be settled after the sales verification process is completed;
 - 4.3. The sales verification process **should only take place** after the initial work is completed by the Telemarketer;
 - 4.4. The Telemarketer **is responsible for contacting or providing the proper sales verification recording** to the Affiligate verification team **within the specified timelines**;
 - 4.5. Sales verification calls where the work is not completed, partially completed, or unverified by the consumer **will not be settled under any circumstances**.
- 5. Customer Service Numbers**
 - 5.1. Post-sale phone numbers must be maintained in working order, and must be answered during the posted hours of operation;
 - 5.2. Phone numbers must be available in relation to the geo-location of the consumers you are servicing.
- 6. Terms of Service**
 - 6.1. The **maximum** term for a support plan cannot exceed 1 year;
 - 6.2. The **maximum** charge for a support plan cannot exceed \$599.99 for any consumer.
- 7. Fines and Penalties**
 - 7.1. Failure to adhere to any of the components of the Affiligate Compliance Policy will result in the punitive measures listed below. **A maximum of two consecutive offences may be applied during a given calendar month, after which we reserve the right to immediately and permanently suspend all processing privileges without any further notice.**
 - 1st offence:** suspension of account for review and fine of up to \$2000 per incident
 - 2nd offence:** suspension of account for review and fine of up to \$5000 per incident
 - 3rd offence:** closure of account
- 8. Weekly Call Audits**
 - 8.1 Weekly recording requests, audits, are random and will be sent out every Friday.**
 - 8.2 Requested recordings must be uploaded via the Affiligate Recording Portal within 24 hours.**
 - 8.3 Failure to provide all and complete recordings in the specified time period will be subject to fines and penalties as outlined in section 7.1.**

Company reserves the right to modify or update this Policy at its sole discretion with or without prior notice. Any violation of these policies may lead to suspension or termination of your Reseller Agreement or in its sole discretion, may result in penalties pursuant to 7.1 of the present Policy.

I hereby confirm that I have reviewed, fully understand and certify my acceptance of the policies set forth in the present document.

On behalf of (Company Name):

Print Name:

Title:

Date:

Signature: