Pusher Policy

As of August 12, 2012

1. **Introduction.**
   1. Purpose.

The mission of DreamsLinked and its presence on ecommerce sites is to facilitate a learning experience with a financial gain for both DreamsLinked and its independent contractors, “Pushers”. To achieve our mission, we make Services available through person to person interaction, live sales, resources, and imparting knowledge and skills necessary to pursue ecommerce.

* 1. Scope and Intent.

You agree that by registering as an independent contractor for DreamsLinked, you are entering into a legally binding agreement with DreamsLinked.

1. **Your Rights.**

On the condition that you comply with all of your obligations under this Agreement, including, but not limited to, the Do’s and Don’ts listed in Section 9, we grant you a limited, revocable, nonexclusive, non-assignable, non-sublicensable license and right to access our Services, through phone, text, email, forum, website, and in person (but not independently without the express written consent of DreamsLinked), view information and use these Services that we provide in person in accordance with this Agreement.

1. **Our Rights and Obligations.**
   1. Services Availability.

For as long as DreamsLinked continues to offer these Services, DreamsLinked shall provide and seek to update, improve and expand these Services. As a result, we allow you to access DreamsLinked as it may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend, or discontinue our Services partially or entirely, or change and modify prices for all or part of these Services for you or all our independent contractors in our sole discretion. All of these changes shall be effective upon direct communication with you unless otherwise noted. DreamsLinked further reserves the right to withhold, remove and or discard any content available as part of your affiliation with or without notice if deemed by DreamsLinked to be contrary to this Agreement. For avoidance of doubt, DreamsLinked has no obligation to store, maintain or provide you a copy of any content that you or other Pushers provide when using these Services.

* 1. Disclosure of Pusher Information.

You acknowledge, consent and agree that we may access, preserve, and disclose your registration, and any other information you provide if, required to do so by law, or in good faith believe that such access preservation, or disclosure is reasonably necessary in our opinion to: (1) comply with legal process, including but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of violation to the rights of third parties, whether or not the third party is a Pusher, affiliate company, or government agency; (4) respond to customer Service inquiries; or (5) protect the rights, property, or personal safety of DreamsLinked, our Pushers, or the public.

* 1. Connections and Interactions with other Pushers.

You are solely responsible for your interactions with other Pushers. DreamsLinked may in certain circumstances, prohibit you from contacting other Pushers or otherwise limit your use of these Services. DreamsLinked reserves the right, but has no obligation to monitor disputes between you and other members and to restrict, suspend or close your partnership if DreamsLinked determines, in our sole discretion, that doing so is necessary to enforce this Agreement.

1. **Disclaimer.**

DreamsLinked helps you make sales and tutor you on third parties. DreamsLinked does not have control of, or liability for, the products you sell on third parties, nor do we guarantee the identity of any buyer or ensure that a buyer will complete a transaction.

Information and our knowledge imparted concerning the following third party solutions are offered for your convenience and research only. Please be advised that DreamsLinked reserves the right, but has no obligation to provide support for any of these solutions. DreamsLinked advises that you contact the provider of these third party solutions for information about technical support, warranties, and/or licenses, if any are necessary. If you choose to use any of these third party solutions, you do so at your own risk. DreamsLinked will take no responsibility for any errors, harm or other damage that may occur as a result of your use of these solutions, including any special, incidental, indirect, punitive, or consequential damages. DreamsLinked EXPRESSLY DISCLAIMS ALL WARRANTIES regarding these solutions and the use of these solutions (Refer to section 7).

1. **Services and Products.**
   1. We provide educational Services to aid Pushers in their ecommerce venture in our sole discretion. Our Services does not ensure a Pusher any amount of revenue, profit, gain, or loss. A Pusher is expected to actively interact with our Service to further their education of ecommerce.
   2. A Pusher is expected to sell products only from our inventory, and only on our ecommerce affiliated websites. A Pusher venturing out of our inventory or our affiliated websites without any former written consent by DreamsLinked, will be subjected to punitive reforms which are available in Section 8.
   3. DreamsLinked educates and operates solely with eBay, PayPal, and Amazon. DreamsLinked does not endorse any of said third-parties. The Pusher may utilize other third party ecommerce sites, but will not fall under DreamsLinked’s Services and Products (Refer to Section 7).
2. **Sales.**
   1. Standard Sales.

You as a Pusher are subjected to a commission based pay. Percentages for commissions are taken into account after the price of the original product and shipping fees.

* + 1. Inventory:
       1. Inventory prices vary due to current market. DreamsLinked does not ensure the price or value of the product at any time excluding when the sale is made between DreamsLinked and the Pusher.
    2. Commission Percentages:
       1. Commission Percentage varies from Pusher to Pusher. Percentages may increase or decrease dependent of the Pusher’s experience, sales productivity, company relations, and delinquency, or success in our sole discretion.
    3. Fees Assessed to Pushers:
       1. Pushers are responsible for third party fees from failed sales, and returns of product (Refer to Section 7) unless a failed sale or return was based on a faulty product that DreamsLinked had provided.
       2. If a buyer decides to pay for the Pusher’s ecommerce fees such as eBay, PayPal or Amazon, Pushers receive 40% as profit, and a 60% Compensation Fee is assessed by DreamsLinked.
    4. Fees DreamsLinked Pays:
       1. DreamsLinked will only pay for fees derived from third party ecommerce avenues such as eBay, PayPal or Amazon after a sale is ensured, exclusively for the product sold.
       2. DreamsLinked will take responsibility only for fees derived from failed sales, and returns if they were based on a faulty product that DreamsLinked had provided.
  1. Outside Service Sales.

You as a Pusher are subjected to an Inception Source Fee of 15% off of the profit after the price of the product and shipping fees, but prior to third party ecommerce fees such as, but not exclusive to eBay, PayPal, or Amazon. Inception Source Fee may increase or decrease dependent of the Pusher’s experience, sales productivity, company relations, and delinquency, or success in our sole discretion.

* + 1. Inventory:
       1. DreamsLinked reserves the right, but has no obligation to provide products for an Outside Service Sale.
       2. Inventory prices vary due to current market. DreamsLinked does not ensure the price or value of the product at any time excluding when the sale is made between DreamsLinked and the Pusher.
    2. Fees Assessed to Pushers:
       1. Pushers are responsible for all third party fees including, but not exclusive to, sales, failed sales, and returns of product (Refer to Section 7).

* + - 1. If DreamsLinked’s inventory is utilized, an additional Inventory Fee of 15% is assessed off of the profit after the price of the product and shipping fees, but prior to third party ecommerce fees such as, but not exclusive to eBay, PayPal, or Amazon.
      2. The Inception Source Fee is assessed for all sales outside of DreamsLinked’s Services.
      3. If the Pusher ceases the usage of DreamsLinked’s Inventory completely, but continues their contract as a Pusher, the Inception Source Fee is maintained for 3 months at 15%.
         1. Pushers are still granted with DreamsLinked’s Services and Products prior the 3 months.
         2. After 3 months of idle Service, DreamsLinked will then terminate its contract with the Pusher.

If the Pusher ceases the usage of DreamsLinked’s Inventory completely for a sum of 5 months, DreamsLinked will then terminate its contract with the Pusher.

The Pusher may sustain its contract with a written consent by DreamsLinked and a reinstated Inception Source Fee of 30% for an additional 3 months.

The reinstated Inception Source Fee does not decrease after its reinstatement.

Pushers are still granted with DreamsLinked’s Services and Products.

After 3 months of idle Service, DreamsLinked will then terminate its contract with the Pusher.

If the Pusher ceases the usage of DreamsLinked’s Inventory completely for a sum of 5 months, DreamsLinked will then terminate its contract with the Pusher.

* + 1. Fees DreamsLinked Pays:
       1. DreamsLinked reserves the right, but has no obligation to provide any monetary, product, or informational assistance to Outside Service Sales excluding, the provision of products if consented (Refer to Section 7).
       2. DreamsLinked will take responsibility exclusively to replace a product if, a substitute product is required based on a faulty product that DreamsLinked had provided.

1. **Limitation of Liability.**

Neither DreamsLinked nor any of our subsidiaries, affiliated companies, shareholders, or executives(C-Suite) shall be cumulatively liable for:

* 1. Any returned items damaged subsequent to shipment.
  2. Any returned items due to misinterpretation of a Pusher’s listing.
  3. Any special, incidental, indirect, punitive, or consequential damages on your behalf on third party venues (Refer to Section 5C).
  4. Any loss of profit, revenue, data or termination of Service on third party venues (Refer to Section 5C).
  5. Disputes outside of DreamsLinked’s Services and Products (Refer to Section 5).

1. **Punitive Action.**

In the event that a Pusher violates said Policies, Agreements, or any additional agreements, a or multiple punitive action(s) will be taken dependent of the severity and the number of violations. Said actions are the following:

* + 1. A warning and a reflection upon action required.
    2. Commission Percentages Docked/Increased Inception Source Fees.
    3. Termination.

1. **Termination.**
   1. Mutual rights of termination.

You may terminate this Agreement, for any or no reason, at any time, with notice to DreamsLinked. This notice will be effective upon DreamsLinked processing your notice and a verified payment of a termination fee. DreamsLinked may terminate the Agreement and contract for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. Termination of your DreamsLinked contract includes disabling your access to these Services, and may also bar you from any future use of DreamsLinked.

* 1. Misuse of the Services.

DreamsLinked may restrict, suspend, or terminate the access of any Pusher who abuses or misuses these Services. Misuse of the Service includes using these Services commercially without DreamsLinked’s authorization, infringing any intellectual property rights, violating any of the Do’s and Don’ts listed in Section 11, or any other behavior that DreamsLinked, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, DreamsLinked has adopted a policy of terminating contracts of Pushers who, in DreamsLinked’s sole discretion, are deemed to be repeat infringers under the United States Copyright Act.

* 1. Effect of Termination.

Upon the termination of your DreamsLinked contract, you lose access to these Services. The terms of this Agreement shal survive any termination, except Sections 2 (“Your Rights”) and 4 a-c (“Our Rights and Obligations”) hereof.

* 1. Termination Fee.

The Termination Fee is 1% of the sum of all sales achieved subsequent to the contract. Pushers are expected to pay in full unless there is a written consent from DreamsLinked.

1. **General Terms.**
   1. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

* 1. Language.

Where DreamsLinked has provided you with a translation of the English language version of this Agreement, and/or any other documentation, you agree that the translation is provided for your convenience only and that the English language version of this Agreement, and or any other documentation will govern your relationship with DreamsLinked.

* 1. Notices and Service of Process.

For purposes of Service messages and notices about these Services to you, DreamsLinked may contact you via email or phone to alert you to certain changes such as modifications to this Agreement. You also agree that DreamsLinked may communicate with you through other means, including but not limited to, delivery Services such as the postal Service. You acknowledge and agree that we shall have no liability associated with or arising from your failure to do so maintain accurate contact or information, including, but not limited to, your failure to receive critical information about these Services.

* 1. Entire Agreement.

You agree that this Agreement constitutes the entire, complete, and exclusive agreement between you and us regarding these Services and supersedes all prior agreements and understandings, whether written or oral, or established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also must be subject to additional terms and conditions that may apply when you use or purchase certain other DreamsLinked Services or third party software.

* 1. Amendments to this Agreement.

We reserve the right to modify, supplement or replace the terms of the Agreement, effected upon notifying you. When we have amended this Agreement, you may access and review the changes prior to your continued use of these Services. If you do not want to agree to changes to the Agreement, you can terminate this Agreement at any time per Section 9 (Termination).

* 1. No informal waivers, agreements or representations.

Our failure to act with respect to a breach off this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by any DreamsLinked affiliate shall be deemed legally binding for any DreamsLinked Pusher unless documented in a physical writing hand signed by a duly appointed officer of DreamsLinked.

* 1. No Injunctive Relief.

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of these Services, exploitation of any materials issued in connection therewith, or exploitation of these Services or any content or other material used or displaced through these Services.

* 1. Assignment and Delegation.

You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you.

* 1. Potential Other Rights and Obligations.

You may have rights or obligations under local law other than those enumerated here if you are located outside the United States.

1. **Dos and Don’ts.**
   1. Do undertake the following:
      1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
      2. Provide accurate information to us and update it as necessary;
      3. Review and comply with our Pusher Policy;
      4. Review and comply with notices sent by DreamsLinked concerning these Services;
      5. Contact DreamsLinked prior to listing, uploading, posting, or selling any product to ensure availability and authorization of a product; and
      6. Use these Services in a professional manner.
   2. Don’t undertake the following:
      1. Act dishonestly or unprofessionally by engaging in unprofessional behavior such as inappropriate, inaccurate, or objectionable content;
      2. Harass, abuse or harm another person;
      3. List, upload, post or sell product without authorization from DreamsLinked;
      4. List, upload, post or sell product outside of our available inventory without authorization from DreamsLinked;
      5. Relinquish, distribute or share information on our inventory prices outside of DreamsLinked or fellow Pushers;
      6. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on or with DreamsLinked (excluding your own content or information) except as permitted in this Agreement, or as expressly authorized by DreamsLinked;
      7. Utilize or copy information, content or any data you view on and/or obtain from DreamsLinked to provide any Service that is competitive, in DreamsLinked’s sole discretion, with DreamsLinked;
      8. Imply or state, directly or indirectly, that you are affiliated with or endorsed by DreamsLinked unless you have entered into a written agreement with DreamsLinked (this includes, but not limited to, representing yourself as an accredited DreamsLinked trainer if you have not been certified by DreamsLinked as such);
      9. Rent, lease, loan, trade, sell/re-sell access to DreamsLinked or any information therein, or the equivalent, in whole or part;
      10. Sell, sponsor, or otherwise monetize a Service or functionality of DreamsLinked without the express written permission of DreamsLinked;
      11. Collect, use, copy, or transfer any information, including but not limited to, personally identifiable information obtained from DreamsLinked except as expressly permitted in this Agreement or as the owner of such information may expressly permit;
      12. Infringe or use DreamsLinked’s brand, logos and/or trademarks, including, without limitation, using the word “DreamsLinked” in any business name, email, or URL or including DreamsLinked’s trademarks and logos except as provided and expressly permitted by DreamsLinked;
      13. Attempt to actually override any security component included in or underlying DreamsLinked;
      14. Engage in action that directly or indirectly interferes with the proper working or of places an unreasonable load on DreamsLinked’s infrastructure, including but not limited to, attempting to gain unauthorized access to DreamsLinked and/or DreamsLinked store, or transmitting or activating computer viruses through or on DreamsLinked;
      15. Interfere with or disrupt or game DreamsLinked or these Services, including but not limited to, any servers, networks, or third party companies; and
      16. Participate in any form of stealing or theft of physical inventory, assets, and monetary resources.