



## CALL CENTER / PUBLISHER AGREEMENT

### CALL CENTER / PUBLISHER DETAILS

<b>Company Name</b>	
<b>Contact Address</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>Contact Name</b>	
<b>Email</b>	

#### Terms and Conditions

##### A. GENERAL

This Insertion Order is entered into by and between Zen Media, LLC. and the named Company under the Call Center / Publisher Information hereinabove ("Publisher") and sets forth the parties' respective rights and obligations with respect to the Pay-per-Call or CPL / CPA affiliate marketing program. This Agreement shall be treated as Confidential by the Publisher, and Publisher shall not disclose any of the terms and conditions of this Publisher Insertion Agreement to any third party without the express prior written consent of Zen Media, LLC. Publisher will not use confidential disclosures made by Zen Media, LLC. to usurp the advertisers of Zen Media, LLC., or have any direct contact with advertisers that is not previously authorized by Zen Media, LLC.

##### B. REPORTING

Reporting on leads and any other statistics are the responsibility of Zen Media, LLC. and all payments will be based on the counts generated by Zen Media, LLC.

##### C. PAYMENT

Monthly payments are made by the 30<sup>th</sup> of the month for the prior months calls (unless specified otherwise, for any specific campaign). A valid w-9 or w-8BEN must be on file for payment to be released. The Zen Media, LLC. platform detects and controls fraudulent publisher activity including, but not limited to, incentivized traffic and traffic without legitimate purchase intent. By promoting our advertiser campaigns, you agree to promote campaigns using no restricted means and not to engage in any activities that may be deemed fraudulent by Zen Media, LLC. or its advertisers. Zen Media, LLC. and its advertisers will reverse transactions, withhold all payments, and immediately terminate your use of the Zen Media, LLC. services in the event fraudulent activity by you is detected or suspected.

##### D. PRIVACY

All parties represent and warrant that they are fully compliant with applicable privacy laws, and all federal, state, and/or provincial regulations.

##### E. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Virginia, and the parties expressly consent that any dispute arising from or out of, or relating to this Agreement shall be resolved in State or Federal Court, as appropriate, located in Middlesex County, NJ.

##### G. CONFIDENTIALITY

Except as otherwise provided in this Agreement or with the consent of Zen Media, LLC., you agree that all information, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or any of our affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for any purpose other than your participation in the Advertising Campaign, except and solely to the extent that any such information is generally known or available to the public through a source other than you. Affiliate shall not use any information obtained from the Affiliate Program to develop, enhance or operate a service that competes with the Affiliate Program, or assist another party to do the same.

##### H. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties as to the subject matter of this Insertion Order and may be changed only by a subsequent writing signed by both parties. The parties hereby represent and warrant that they shall at all times fully comply with all applicable state, and/or provincial and federal statutes, rules and regulations with respect to their respective businesses including, without limitation and/or provincial laws governing deceptive trade practices, provided such third parties are not competitors of Client. This includes a mandatory compliance with the Telephone Consumer Protection Act (TCPA.) In the event that it is required that Zen Media, LLC. digitally sign or agree to additional terms when using Client's affiliate marketing web site, both Client & Zen Media, LLC. acknowledge and agree that such digital agreement is inconsequential and in no way binding, that it is the result of a technical requirement, which cannot

**Publisher Initials:** \_\_\_\_\_

quickly be altered, in order to view stats and or access creative or other campaign materials or details. Therefore any terms which appear on Client's website are to be disregarded & deemed non effective, and shall be superseded by these written Terms & Conditions as signed by both parties.

#### **I. ASSIGNMENT**

Client may not assign, transfer, subcontract or sublicense, in whole or in part, this Agreement, any order or any of its rights or obligations under this Agreement, without Zen Media, LLC.' prior written consent. Any attempt to assign this Agreement other than ordered in writing and signed by Zen Media, LLC. will be considered void and invalid. Subject to the foregoing, the terms of this agreement will be fully binding upon, inure to the benefit of and be enforceable by, the parties' respective permitted assigns, successors, heirs, executors, administrators and permitted assigns.

#### **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Publisher represents and warrants that:

- Publisher and any of their sub-affiliates are duly organized, validly existing, and in good standing under the laws of the state or country of Publisher's origin and has all requisite power and authority to enter into this Agreement and to carry out and perform its obligations under the terms of this Agreement;
- **Publisher and their sub-affiliates have established and implemented commercially reasonable practices and will maintain procedures to ensure full compliance with all federal, state and local laws and regulations applicable to Publisher, including, without limitation (and without limiting the restrictions in this Agreement on Publisher making solicitations by email or telemarketing), the provisions of the CAN-SPAM Act of 2003 and with the Federal Trade Commission's Telemarketing Sales Rule, including, without limitation, the provisions relating to the NATIONAL DO NOT CALL REGISTRY;**
- Publisher will promptly (but in no event less than forty-eight (48) hours after Publisher's receipt of such complaint or notice) notify Zen Media, LLC., in writing, if it receives any complaints or notices from any governmental agencies (including, without limitation, any third party claims asserted in state or federal courts) referencing a violation of any federal, state and local laws and regulations;
- Publisher will perform a full investigation, within forty-eight (48) hours of receipt of a complaint or notice, if either party receives an inquiry or complaint from a governmental agency relating to Publisher's acts and omissions in performance of this Agreement, or otherwise under any federal, state, or local statute or regulation; or for providing information that was procured through fraud, identity theft or any illegal or illicit means to determine the merits of the inquiry or complaint;
- the information in Publisher's Program application and otherwise associated with Publisher's account, including any email address and other contact information and identification of Publisher's site(s) and Networks, will at all times be complete, accurate, and up-to-date, and the publisher will maintain such information on their sub-affiliates if they have any.
- this Agreement has been duly authorized, executed, and delivered by Publisher and is a valid and binding obligation of Publisher enforceable in accordance with its terms;
- Publisher shall post and maintain during the term of this Agreement a privacy policy in connection with its website that is in compliance with applicable law, including, where applicable, that third parties (including us and other advertisers) may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors' browsers; and
- the execution and performance of and compliance with this Agreement does not and will not conflict with, or constitute a default or violation under, nor result in the breach of: (a) any term of Publisher's governing documents; (b) any term or provision of any contract or agreement to which Publisher is a party; or (c) any order, code, regulation or law applicable to Publisher.

#### **J. LIMITATIONS of LIABILITY**

ALL SERVICES PROVIDED BY ZEN MEDIA, LLC. ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ZEN MEDIA, LLC. MAKES NO WARRANTIES, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN. ZEN MEDIA, LLC. IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ACCIDENT, WAR, ACT OF GOD, EMBARGO, COMPUTER SYSTEM FAILURE, OR ANY OTHER CIRCUMSTANCE BEYOND ITS CONTROL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY PUBLISHER FROM ZEN MEDIA, LLC. OR THROUGH THE ZEN MEDIA, LLC. NETWORK SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL ZEN MEDIA, LLC. BE LIABLE TO PUBLISHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF ZEN MEDIA, LLC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY ASPECT OF THE ADVERTISING RELATIONSHIP PROVIDED HEREIN. IN NO EVENT WILL ZEN MEDIA, LLC.' TOTAL OBLIGATIONS OR LIABILITY HEREUNDER EXCEED THE LESSER OF THE SPECIFIC ADVERTISING CAMPAIGN IN QUESTION OR ONE THOUSAND DOLLARS (\$1,000.00). REGARDLESS OF ANY LAW TO THE CONTRARY, NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST ZEN MEDIA, LLC. MORE THAN 6 MONTHS AFTER THE DATE UPON WHICH THE CLAIM AROSE. PUBLISHER ACKNOWLEDGES THAT ZEN MEDIA, LLC. HAS AGREED TO PRICING IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THESE CONSIDERATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. PUBLISHER AGREES THAT THE LIMITATIONS

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AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

**TERM AND TERMINATION.**

The term of this Agreement shall be continuous, unless and until either party notifies the other in writing, with seven days advance notice, that such party desires to terminate the Agreement.

This Agreement may be terminated immediately, without penalty, by Zen Media, LLC. in the event that Publisher:

- operates an illegal business or engages in any illegal activity of any type, including but not limited to displaying illegal content on its website or other publication and/or in any subscription e-mails or offering any illegal goods or services through its website, publications and/or subscription e-mails;
- has not complied with any requirement or restriction described in this Agreement or the Program Documentation (including, without limitation, the publication of any advertisement that is not approved in advance by Zen Media, LLC.);
- engages in deceptive, misleading, indiscriminate or unsolicited advertising;
- causes or enables links to the Destination Site which are not made in good faith, including, but not limited to, by means of any device, program, robot, I-frames, hidden frames, JavaScript popup windows or redirects;
- breaches this Agreement; or

Upon termination of this Agreement for breach, Zen Media, LLC. will be released from all obligations and liabilities owed to Publisher.

**I agree with the Publisher terms and agreements.**

CALL CENTER / PUBLISHER

ZEN MEDIA, LLC.

<b>NAME</b>		<b>NAME</b>	Gurpreet Singh
<b>TITLE</b>		<b>TITLE</b>	CEO
<b>SIGNATURE</b>		<b>SIGNATURE</b>	
<b>DATE</b>		<b>DATE</b>	



**ATTENTION: CALL CENTERS**

For full details on the Telephone Consumer Protection Act, please visit <https://www.fcc.gov/document/telephone-consumer-protection-act-1991>.

# Do's and Don'ts

- **It seems a few of you have just signed our Call Center / Publisher Agreement (which you can find online at <http://blog.zenfinancial.com/wp-content/uploads/2021/05/Zen-Media-LLC-Call-Center-Publisher-Agreement.pdf>), and have not understood that as per the Agreement, you can only dial on TCPA Complaint Data, and not just DNC Scrubbed Data. As per TCPA, you cannot call any consumer, who has not Opted-in to be called, so to dial on any of our campaigns, you need to have access to Opt-in Data, else, you cannot and should not dial on any of our campaigns.**
- Call Center should be able to transfer the Caller-ID of the Consumer.
- Call Center should have it's own DID #, which should be flashed to the Consumer, when the consumer is called. In case, the consumer is not available, an appropriate message should be left, so that the consumer can call back.
- The Number provided to the consumer, should be manned during the campaign Working hours, and after office hours, it should have an appropriate message informing the consumer of the working hours, requesting the consumer to call back, during working hours. Alternatively, there should be an answering machine, which should give the consumer the option to leave a message.
- The call center should WARM Transfer the call (unless specified otherwise).
- If the campaign requires COLD or BLIND Transfers, in that case, the consumer should be informed that he is being transferred over.
- The call center agent should NEVER remain on call, after the call is answered by the screener on the other end.
- The call center agent should not PRESS on the keys for the IVR, on behalf of the consumer. The consumer should press the keys for the IVR.
- As for the Script, wherever specified, that a script has to be followed, please ask for the script, and follow it diligently. If there is nothing mentioned about a script, you can always check with us, if we have a script, if not, you can always create your own script, based on the IVR Tree. You can listen to the IVR Tree, by making a Test Call, from the CRM.
- The Minimum amount of the Invoice should be \$250.
- **For Monthly Net30 Payments, we want an Invoice, sent by the 20th.**
- **For Monthly Net15 Payments, we want an Invoice, sent by the 10th.**
- **For Weekly Net7 Payments, we want an Invoice, sent by Thursday.**
- Payments can and will only be made, as per Normal Payment cycle of the campaign, which is when the Clients pay Zen. Zen will only pay the center, once we have received the payment from the client.
- The consumer should not be FORCED or PUSHED. Any such transfers can lead to termination of the Center's account, for Good.
- If for any reason, you are having issues sending the Caller-ID, please do not make any transfers. Consistently sending calls, without proper Caller-ID can lead to your account being terminated.
- If you cannot transfer the caller id of the consumer, you can always call the consumer, and request the consumer to call into your unique Promo / DID Number, for the said campaign, rather than transferring him.
- **Center must use Real Opt-in data. The source page should be integrated with Jornaya or TF API.**
- **Center must use BLA (Black List Alliance) as API integration module with their Dialer for real-time protection.**
- **Center must be able to send Jornaya video (claiming Jornaya on Leadid), when requested for by the Buyer.**
- **Center cant dial 30+ days old data.**
- **Zen does not entertain centers who cannot send quality calls. Centers should understand that, clients are paying to get leads to convert them to sales, and if the calls which you send do not convert to sales, no client would continue with the campaign. As an industry standard if 15% of the calls do not convert to sales, no client would continue any campaign. Also, for a call to convert, it should be over 15 minutes. So, if at least 15% of your calls, to any campaign are not over 15 minutes, we would suspend you from that campaign. Also, if you consistently, are being suspended from campaigns, we would SUSPEND you from our Network.**