

# VIV AFFILIATE PROGRAM APPLICATION



Viv Lifestyle Services (MediCall, Con-Seal, CreditWatch, TechRescue, CloudCache, RoadSide and/or GetAway) are services provided by third party partnerships and sold by Viv Network, LLC ("Company"). Our partnerships with third-party service providers such as Ocenture, LLC and SaveOnResorts.com, LLC ("Third Party"), and Viv Network, LLC ("Company") allow us to provide you with access to third-party products and services.

AutoPilot service is a service provided by Utiliz LLC, ("Utiliz" or "we," "our," or "us") a licensed energy broker, and sold by Viv Network, LLC, a reseller partner of Utiliz. Utiliz is engaged in the business of developing, maintaining, and operating a service for saving customers money on their energy bills through automated supplier switching. Viv Network, an affiliate of Utiliz, is a direct selling company that sells its products and services through consultants and affiliates; not-for-profit and for-profit organizations

**Yes, My Group/Organization is interested in becoming a Viv Affiliate!**

## PLEASE COMPLETE (REQUIRED)

**Group/Organization Name:** \_\_\_\_\_

Organization Type  Corporation  LLC  Partnership  Trust

FEIN (Federal Employer ID) \_\_\_\_\_ - \_\_\_\_\_

Authorized Representative Name \_\_\_\_\_ DOB       /       /            

Primary Phone # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Mobile Phone # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

**Designated Contact Name:** \_\_\_\_\_

DOB       /       /            

Primary Phone # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Mobile Phone # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail \_\_\_\_\_@\_\_\_\_\_

Websites: \_\_\_\_\_ .vivlifestyle.com  
*(This will be your unique website handle that you will send to your customers so they can learn about Viv products and enroll)*

Will you be offering Viv services to your  customers  employees  both

What is your organization's mission? \_\_\_\_\_

Why did you choose to become a Viv Affiliate? \_\_\_\_\_

### Mailing Address (Sorry, no P.O. Boxes)

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## WHO TOLD YOU ABOUT THE AFFILIATE PROGRAM?

*Your Viv Life Consultant Sponsor must be at the Career Rank of Promoter 320 or higher or have a Pacesetter Advocate.*

### Viv Life Consultant Sponsor

### Viv Life Consultant Co-Sponsor

### Pacesetter Advocate

Full Name \_\_\_\_\_ Full Name \_\_\_\_\_ Full Name \_\_\_\_\_

ID # \_\_\_\_\_ ID # \_\_\_\_\_ ID # \_\_\_\_\_

E-mail \_\_\_\_\_ E-mail \_\_\_\_\_

Career Rank \_\_\_\_\_ Career Rank \_\_\_\_\_

Once your application is processed, our team will reach out to you with details on how to use the Viv and Utiliz websites to enroll customers through your Affiliate account. Each customer referred by your organization will need to use the proper website and/or promo code at checkout for the enrollment to link back to your organization. You will immediately be eligible to earn 5% of the monthly retail fees for any active customers who enrolled and have made payment without any applicable promotions. Upon successful enrollment of 50 customer points you will earn 25% of the monthly retail fees for any active customers who enrolled using your account (residential customers are worth a minimum of 1 point each and commercial customers are worth a minimum of 5 points each).

## MARKETING GUIDELINES:

- Affiliates agree to use pre-approved and provided messaging to promote Viv products to their customers, stakeholders and employees. When such prospects enroll into Viv products via the Affiliate's website, the Affiliate shall be eligible to earn a commission on such customers for as long as they remain active with Viv.
- Affiliates may use only messaging that has been pre-approved by Viv to promote the products. Any use of unapproved messaging can result in termination of this Agreement.
- Affiliates may not use "slamming" techniques when promoting Viv products. For purposes of the Agreement, "slamming" is the process of enrolling an individual or Business Entity as a Customer without the expressed authorization of the account holder of record. Slamming of any Viv products can result in immediate termination of this Agreement.
- Canvassing or solicitation of the general public initiated by an Affiliate at the home or business of a prospective Customer or Consultant is prohibited.
- Affiliates may not place or initiate any outbound telephone call that uses a computerized auto-dialer to deliver any pre-recorded message regarding or relating to Viv products.
- Affiliates may not send unsolicited commercial emails, texts, faxes or "spam." For purposes of the Agreement, spam or spamming is defined as sending unsolicited electronic communications (including unsolicited texts) promoting Viv products to prospective Customers not known to the Affiliate.
- Utility Bill Payment Centers are not eligible to enroll Consultants or Customers, and no enrollments may take place at such locations.
- Viv prohibits Affiliates from translating any Sales Aids or Tools or other Viv materials from English into other languages.
- Viv's name, trademarks, service marks, logos and copyrighted materials (collectively, its "Intellectual Property") are owned by Viv Network. The use of this Intellectual Property by Affiliates must be approved in writing by Viv prior to use and must be in strict compliance with the Agreement.
- Utiliz' name, trademarks, service marks, logos and copyrighted materials (collectively, its "Intellectual Property") are owned by Utiliz. The use of this Intellectual Property by Affiliates must be approved in writing by Utiliz prior to use and must be in strict compliance with the Agreement.
- When promoting Viv and/or Utiliz' products or services, Affiliates must adhere to good business practices, including, without limitation, the following marketing standards:
  - Affiliates may place banner ads and links on third-party websites provided that the Affiliates uses Viv approved banner ads, templates and images, and that the third-party website meets Viv's standards. In order to be acceptable placement for any Viv banner ad or linked image, the third-party website shall not (i) contain any content or material that could be construed as unlawful, offensive, controversial or distasteful; (ii) contain content and materials that are not appropriate for all age groups; (iii) contain any content that is in conflict with the Policies; (iv) contain any content or material that could be construed as competitive to Viv's products or its energy providers or vendors. Prior to placing a link or banner ad on a third-party website, the Affiliate must submit the URL of the third-party website to Viv for written approval. Unless an Affiliate does not receive written approval, the request shall be deemed denied. If the website at any time no longer meets the Viv standards, as may change from time to time, Viv may require its removal.
  - Affiliates shall not respond to media inquiries regarding Viv, its parent company, or any Affiliate, provider or vendor. All inquiries by any type of media (e.g., magazine, newspaper, online media, radio, television) must be immediately referred to Viv Support Team to ensure that accurate and consistent information is provided to the public. Affiliates shall not utilize magazine, newspaper, online media, radio or television media for the advertising or promotion of Viv products and services without the express written approval of Viv. In the event Viv grants permission for the use of such media, Viv reserves the right to be involved in the production process and be granted the right to copies and future use of all recordings at no compensation to the Affiliate. Affiliates waive all claims against Viv and Viv Related Parties for damages, compensation, expenses, costs or remuneration of any other nature arising from or relating to such future use.

*The undersigned acknowledges that he/she has authority to enter into this Agreement with Viv on behalf of the Company/Organization and that he/she has carefully read and agrees, on behalf of the Company/Organization, to all the terms and conditions. This Group/Organization is not Viv approved until Viv has received and accepted this agreement.*

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Applicant's Printed Name

\_\_\_\_\_  
Date (MM/DD/YYYY)