



## T. R. Paulsen & Associates Affiliate Program

### Policy Agreement

OK Every good deal has to have some legal stuff, so here it is. You must agree to these policies to be an affiliate of T. R. Paulsen & Associates.

In this document, T. R. Paulsen & Associates will be known as "TRPAP" and you, will be known as "The Affiliate."

These policies were developed to ensure the consistent delivery of products and customer service to the people who purchase from us. Your cooperation will be appreciated.

#### **POLICIES:**

The Affiliate will be responsible for maintaining links to TRPAPAP.

T. R. Paulsen & Associates Affiliate Program will be responsible for taking orders, shipping products, handling customer service inquiries, handling returns, maintaining the on line sales and ordering process, paying referral fees to The Affiliates, and providing sales support materials and ideas to The Affiliates.

The Affiliate agrees that all customer inquiries will be forwarded immediately to TRPAPAP. These inquiries may be with regard to product availability, customer service, TRPAPAP policies, pricing, or any other issue. The Affiliate is not permitted to contact or respond to customer inquiries. The Affiliate is, however, permitted to answer basic question posed by potential sub Affiliates of The Affiliate.

Affiliate status will not be granted to any websites that contain sexually explicit material, promote violence or discrimination, engage in illegal activities or violate intellectual property rights. Affiliate status will be revoked if any of the forbidden activities are engaged in after Affiliate status has been granted. In the event that Affiliate status is revoked, The Affiliate will forfeit any monies due, but not paid by TRPAPAP.

The Affiliate may only use pre-approved graphics and logos provided by TRPAPAP. The graphics must be used in the size and form that TRPAPAP provides. No alteration is allowed. You must also place copyright notices on the pages where TRPAPAP's graphics and logos are used. Copyright notices are something you should probably have on your site anyway, so this should not be an inconvenience. Sample format would be "Copyright (c) 2005, (your name)"

The Affiliate must not put TRPAPAP pricing information on their website. Prices may change at TRPAPAP and it would be impossible to ensure that all Affiliates would make timely corrections to pricing information.

Affiliates may not modify TRPAPAP sales materials and are expressly forbidden to make false claims about TRPAPAP products and/or services.

Affiliates may not publish any material, except for approved sales materials from the TRPAPAP website on their website without express written commission. Product specifications, pricing, delivery charges and sales information, bonuses, 800 numbers, sales letters, etc. change frequently and it would be impossible to keep everyone with consistent information. Affiliates in good standing may post approved banners and text links on their website.

The Affiliate is specifically prohibited from making any warranty representations or other statements concerning TRPAPAP's goods and services. All inquiries are to be forwarded to TRPAPAP to [tim@trpaulsen.com](mailto:tim@trpaulsen.com) or (416) 691-2648.

The Affiliate agrees that all customer or potential customer data is the sole property of TRPAPAP and that The Affiliate has no right to contact visitors that click through to TRPAPAP.

The Affiliate agrees that they are an independent contractor and not an employee or representative of TRPAPAP. The Affiliate also agrees that they are NOT an agent, partner, or participating in a joint venture with the T. R. Paulsen & Associates Affiliate Program.

The Affiliate agrees to indemnify and hold harmless from liability the T. R. Paulsen & Associates Affiliate Program for any actions against The Affiliate.

T. R. Paulsen & Associates Affiliate Program reserves the right to create and operate any type of website to promote their products and services.

T. R. Paulsen & Associates Affiliate Program reserves the right to offer other website owners different terms than are included in this standard Affiliate agreement.

**WARNING TO ALL Affiliates:** Sending unsolicited commercial email or posting to "inappropriate" newsgroups or forums is absolutely forbidden. Any affiliate participating in such activities will be immediately terminated. It is against your Affiliates agreement to advertise the T. R. Paulsen & Associates Affiliate Program via unsolicited email or spam in any way, shape or form. Some people think that Affiliate spam email originated from us, damaging our reputation and causing us many administrative problems. DO NOT send unsolicited email to promote T. R. Paulsen & Associates Affiliate Program, or you will be in violation of your Affiliates agreement and your account will be immediately terminated! Any referral fees generated in the month you were terminated WILL NOT BE PAID and will be the property of T. R. Paulsen & Associates Affiliate Program. Your cooperation and understanding is appreciated.

#### REFERRAL FEES

Affiliates from the U.S.A. earning more than \$600.00 in referral fees in a calendar year will be required to supply TRPAPAP with a Federal Tax ID number or Social Security Number.

Referral fees only apply to the actual sale price of a product or service. Referral fees do not apply to sales tax, shipping & handling charges, duties or other miscellaneous service and handling charges.

In a given month a check will be issued to an Affiliate for all referral fees in excess of \$50.00. Referral fees due totaling less than \$50.00 will be carried over until total referral fees due exceeds \$50.00. At that time a check will be issued for total referral fees due at the next normal check issuance cycle.

If products sold are returned, any referral fees paid to Affiliate will be deducted from Affiliate's future referral fees. If affiliate quits the program or has no referral fees due, then affiliate must immediately return referral fee to TRPAPAP.

If a fraudulent credit card or other fraudulent funds are used to pay for TRPAPAP products, any referral fee paid to The Affiliate for the fraudulent sale will be deducted from The Affiliate's future referral fees. If affiliate quits the program or has no referral fees due, then affiliate must immediately return referral fee to TRPAPAP.

If available in their country of residence, affiliate agrees to accept payment via PayPal. TRPAPAP reserves the right to pay by cheque.

T. R. Paulsen & Associates Affiliate Program is not liable for any unexpected website down time as a result of computer crashes, Internet trouble, power outages, act of God, or any other unexpected occurrence. Liability is limited to the referral fees actually earned in the period in question. TRPAPAP will diligently back up their information. In the case of catastrophic failure, your Email confirmation of orders may be used as evidence of referral fees owed.

#### AMENDMENTS

From time to time it may be necessary to amend or add to this agreement. Changes or additions will be considered part of this agreement. Affiliates will be notified of changes and/or additions at the email address they provided in their admin page. It is the responsibility of the Affiliate to maintain current email addresses in their admin page.

#### CANCELLATION

You may cancel this agreement at any time by removing all reference to T. R. Paulsen & Associates Affiliate Program from your Website and notifying TRPAPAP that you have done so. Any referral fees due will be paid at the next normal check issuance date.

T. R. Paulsen & Associates Affiliate Program may revoke your Affiliate status at any time when, in TRPAPAP's sole discretion, you have violated any of the terms of this agreement. TRPAPAP is a private program and TRPAPAP reserves the right to cancel any affiliate relationship for any reason at TRPAPAP's sole discretion.

(Please print a copy of this agreement for your records) Ver. 1.0