



CRG Consulting Resource Group International, Inc. Affiliate Agreement 2009

CRG Consulting Resource Group International, Inc.

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Phone: 604 852-0566 Fax: 604 850-3003
Website: <http://crgleader.com> Email: affiliate@crgleader.com

This Affiliate Agreement ("the Agreement") is made between CRG Consulting Resource Group International, Inc., a Limited Company in Abbotsford, BC, Canada and you, as our Affiliate.

1. ACCEPTANCE.

You agree to abide by the terms and conditions outlined in this Agreement. By clicking on the "Submit" link on our Affiliate sign-up page, you indicate your acceptance of this Agreement. If you do not accept this Agreement, you are not authorized to be an Affiliate, and may not use our links, graphics or utilities on your website.

2. SIMPLE STATEMENT OF RELATIONSHIP.

CRG Consulting Resource Group International, Inc. enters into a relationship with you as an Affiliate, to reward you with a commission each time someone makes a qualifying purchase on CRG's website (<http://crgleader.com>) as a result of clicking on your qualified link on your website or once registered via your official Affiliate relationship according to the provisions in this Agreement. You and CRG are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

3. QUALIFIED LINK.

Means a hyperlink to CRG's website that is copied and pasted from your individual password-protected Affiliate administration area on our site at <http://crgleader.com> (hyperlinks are sent to you after you become an Affiliate). These links include sophisticated HTML code. If the HTML code is altered in any way after copying from that webpage, we take no responsibility for you receiving credit for any sale. Any change you make may cause the tracking to no longer function correctly. However, the CRG site is unique in the fact that once one of your potential Affiliates has registered (as long as their primary ID information stays the same) you will be credited with the sale. If, however, the primary ID code is altered by user (such as changing their email address and re-registering) in any way after registering, we take no responsibility for you receiving credit for any sale.

4. TRACKING.

When someone enters the CRG store through your qualified link, a session identifier will be set in his or her browser with your Affiliate ID, and their IP address will be logged with your Affiliate ID. If your visitor registers on the CRG site a permanent Affiliate link has been established. When a purchase is made, the commission will be given based on the existence of the session logs, match of the IP address in the database or their registered account. You agree not to challenge or dispute the sales tracking performed by the Affiliate management software we select to administer this program.

5. PAY-PER-SALE.

Our Affiliate Program pays the Affiliate only when a sale results from a visitor sent through a qualified link provided by an Affiliate. If the sale does not occur, once a visitor passed through the Affiliate link, no payment will be made. If a visitor passes through qualified links from two different Affiliates before making a purchase, then it is based on a first-come first-served basis. Once an Affiliate visitor has been registered, then that Affiliate will get the credit now and in the future.

6. PAYMENT RATE.

The payment per sale is currently 10% (ten percent) of the purchase amount (not including any taxes or shipping) on direct purchases, and 5% (five percent) on purchases made through second-tier Affiliates. Commissions will be paid only on qualifying CRG resources and educational materials. Website design, online store design, specific products identified online, consulting, speaking, training, Associate training, coaching, and other services are specifically excluded from this Affiliate Program. The payment rates can be changed or discontinued at any time with notification as provided herein. Note: CRG has an official Associate program and should one of your Affiliates or customers qualify to become an Associate, your 5% is calculated on net price after discounts.

7. CHARGEBACK.

If the purchaser makes a duplicate entry, later returns a product, enters through a non-qualified link, makes an unauthorized payment, or does not make full payment to CRG Consulting Resource Group International, Inc., payment made to the Affiliate for that purchase shall be rescinded.

8. PAYMENTS.

Affiliates are not eligible to earn commissions on their purchases of any CRG Consulting Resource Group International, Inc. products prior to registering as an Affiliate. Payments to Affiliates will be made via check on the 20th of the following month provided that your accumulated commission totals \$30 US or more. You may request that payments be made in the form of a credit at CRG that can be applied to future purchases in the following month.

9. CHANGES TO THE PROGRAM.

CRG Consulting Resource Group International, Inc. reserves the right to change, modify, add, or remove portions of this Agreement at any time, and may add to, change, suspend or discontinue any aspect of its Affiliate Program at any time. In such case CRG will notify Affiliates of such changes either via email or by posting in the Affiliate area of our website, at which time you may either agree to such changes or withdraw from the Affiliate Program.

10. REGISTRATION.

To sign up as an Affiliate you must be at least 18 (eighteen) years of age.

11. PROMOTIONAL TECHNIQUES.

You are free to promote the link to <http://crgleader.com> in all the ways we recommend in the introduction email letter you receive immediately after you sign-up. Examples of acceptable ways to promote CRG materials are: through banners, text links, letters of recommendation to newsletter subscribers or your client base. However, if you send unsolicited commercial email, also known as SPAM, (in anyway, shape or form, including email and newsgroup spamming), or offer company products on any WAREZ, CRACK, other sites, i.e. adult sites, or SPAM-oriented site, your account will be immediately terminated! Any Affiliate fees not paid up to the point of termination will not be paid to you and will be the property of CRG Consulting Resource Group International, Inc. As well, if you choose to promote CRG's Affiliate program, it can only be promoted as a two-tier business opportunity where one percentage is paid for consumption and one percentage as a referral.

This program is not a MLM (Multi-Level Marketing) opportunity and as an Affiliate, you cannot promote it as MLM. If you promote the CRG Affiliate program as MLM your account will be immediately terminated. Any Affiliate commissions not paid up to the point of termination will not be paid to you and will be the property of CRG Consulting Resource Group International, Inc.

12. REFERENCES/TESTIMONIALS.

You agree to cooperate with CRG Consulting Resource Group International, Inc. in the development of joint press releases and testimonials. You further agree that you will allow us to use your company name in marketing collaterals and make reference to you on our website.

13. AFFILIATES SIGNING-UP UNDER THEMSELVES IS NOT PERMITTED.

We will not tolerate current Affiliates signing themselves up as sub-Affiliates under their own assigned referral number in order to generate the additional commissions for their own sales. We have extensive tracking software in place to deter this. If we find that this is ever the case, the account(s) in question will be immediately terminated and any Affiliate commissions unpaid since our last payout will remain the sole property of CRG Consulting Resource Group International, Inc.

14. YOU AGREE TO AN AFFILIATE COMMUNICATIONS OPT-IN.

As part of this Agreement, you agree to accept communications from the company, in any form, as it pertains to this Affiliate relationship, which includes but not limited to instructional, technical, profile updates, commission notifications, marketing, joint venture or co-branding communications.

NOTE: Opting out, refusing or blocking such communications will result in termination of this Agreement and forfeiting any pending Affiliate fees. Continued use of the CRG site and its resources as an Opt-out client (non-Affiliate) is permitted (without, of course, the Affiliate benefits).

15. ASSOCIATE STATUS.

CRG has an official Licensed Associate Program. If an individual qualifies and meets the CRG Associate criteria they may upgrade from an Affiliate to Associate status.

16. TERMINATION.

CRG CONSULTING RESOURCE GROUP INTERNATIONAL, INC. RESERVES THE RIGHT TO DEEM ANY SITE INAPPROPRIATE AND TERMINATE THE SITE AS AN AFFILIATE. THE FOLLOWING TYPES OF SITES ARE NOT ALLOWED TO PARTICIPATE AS AFFILIATES: ADULT SITES, SITES THAT DISPLAY ADULT BANNERS, SITES THAT PROMOTE VIOLENCE, BIGOTRY, OR HATRED, AND SITES THAT PROMOTE ILLEGAL ACTIVITY.

17. LIMITATION OF LIABILITY.

CRG CONSULTING RESOURCE GROUP INTERNATIONAL, INC. DOES NOT WARRANT THAT THE AFFILIATE PROGRAM WILL MEET THE AFFILIATE'S REQUIREMENTS OR THAT THE OPERATION OF THE CRG WEBSITE AND ORDERING SYSTEM OR AFFILIATE TRACKING SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT, WILL CRG BE LIABLE TO THE AFFILIATE OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THE OPERATION OF OR INABILITY TO OPERATE THE WEBSITE, ORDERING SYSTEM, OR AFFILIATE TRACKING SYSTEM, EVEN IF CRG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. SEVERABILITY.

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

19. OWNERSHIP AND LICENSES.

CRG Consulting Resource Group International, Inc. grants a nonexclusive, limited, revocable right to the Affiliate to use CRG trademarks and banners. All images, programs, HTML code, and content provided by CRG shall remain the sole property of CRG, and no part shall be deemed assigned or licensed to the Affiliate except as explicitly provided for in this document. All intellectual property rights, including trademarks, copyrights, trade names, and service marks shall remain the sole property of CRG Consulting Resource Group International, Inc., including rights in and to any derivatives of them. The Affiliate may not modify the trademarks, banners, the content, or any of CRG's provided images in anyway.

20. TERMS AND TERMINATION.

This Agreement shall remain in effect until terminated. The Agreement may be terminated by CRG Consulting Resource Group International, Inc. or the Affiliate for any reason upon thirty (30) days prior email or written notice, or immediately upon notice of any breach of the provisions of this Agreement. Upon termination you will no longer qualify for Affiliate fees or able to promote yourself as an Affiliate of CRG.

21. ASSIGNABILITY.

CRG Consulting Resource Group International, Inc. may assign this Agreement to any successor.

22. FORCE MAJEURE.

Neither CRG Consulting Resource Group International, Inc. nor the Affiliate shall be liable under this Agreement by reason of any failure or delay in performance of its obligations in this Agreement on account of terrorism, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of CRG or the Affiliate.

23. JURISDICTION.

Regardless of the place of executing this Agreement, the Affiliate agrees that for purposes of venue, this contract was entered into in Abbotsford, British Columbia, Canada, and any dispute will be litigated or arbitrated in Abbotsford, British Columbia. This Agreement shall be governed by Canadian Law.

24. LEGAL AUTHORITY.

If you are agreeing to this Agreement on behalf of a company and/or organization you acknowledge and confirm that you have the legal right to do so.

25. PASSWORD AND LOGIN.

You are responsible for your password and login information. CRG Consulting Resource Group International, Inc. is not responsible for any unauthorized use of your Affiliate account due your confidential information being shared with anyone else.

26. INDEPENDENT INVESTIGATION.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEBSITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEBSITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT NOT SET FORTH IN THIS AGREEMENT.

27. SOLE AGREEMENT.

This Agreement constitutes the sole Agreement between CRG Consulting Resource Group International, Inc. and the Affiliate regarding the Affiliate Program.