

The Canfield Training Group Affiliate Agreement

BY PARTICIPATING IN THE CANFIELD TRAINING GROUP AFFILIATE PROGRAM, YOU ARE INDICATING THAT YOU AGREE TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

This Affiliate Agreement (“Agreement”) contains the complete Terms and Conditions between the Canfield Training Group (“CTG”) and “You” or “Affiliate”, regarding the CTG Affiliate Program (“Affiliate Program”).

Our Affiliates help us sell our products and trainings and in return they earn Affiliate Commissions. The products that earn an Affiliate Commission are indicated in Schedule A (“Approved Products”). The rate of the Affiliate Commission is indicated in Schedule A (Affiliate Commissions”).

1. CTG Affiliate Program Guidelines:

- a.** You are not permitted to use any CTG brand names in the root of a URL link. This means You cannot use, for example, "jackcanfield" or “thesuccessprinciples” in your website domain before the (dot), like this: www.jackcanfield.com.com.
- b.** Other than the marketing materials CTG provides to you for use under our Affiliate program, Affiliate may not use any copyright, trademark, service mark, or general branding of the Canfield Training Group.
- c.** We will provide you with unique Affiliate links that allow us to track your sales in our Affiliate program. It is your responsibility to make sure the links are working properly.
- d.** CTG reserves the right to withhold Affiliate Commissions and cancel this Agreement in our sole discretion if you are not in compliance with the guidelines in the Agreement.
- e.** CTG will process orders placed by the students who use your Affiliate links. We reserve the right to reject any orders.
- f.** CTG reserves the right to remove an Affiliate or an Approved Product from the Affiliate program, and to terminate, modify or suspend this Agreement and its terms, at any time for any reason, in CTG’s sole discretion.
- g.** Affiliate agrees to not send any unsolicited email to any party.
- h.** Affiliate agrees to abide by all Federal Trade Commission Guidelines, the U.S. Federal Can-SPAM Act, and all Federal, State and Local laws.
- i.** The goal of our affiliate program is to have Affiliates advertise our Approved Products and bring new students into our database via advertising conducted by the Affiliate. You are not permitted to “farm” leads by advertising and placing cookies on leads when the lead acquisition is not initiated with an approved CTG advertisement for the Approved Products.

- j. CTG reserves the right to audit and may request copies of your advertisements to verify that your campaigns comply with our guidelines. It is your responsibility to document and save all advertisements.

2. Affiliate Commissions: You will be paid an Affiliate Commission if:

- a. Your student is a new and unique visitor that purchases an Approved Product using your Affiliate link. If your Affiliate link is not used when the student purchases the Approved Product, you will not be paid an Affiliate Commission. All orders are subject to CTG's normal policies for refunds, credits, cancellations, and chargebacks.
- b. Affiliate Commissions are not paid on sales to the Affiliate themselves. So, the Affiliate cannot purchase a product through their Affiliate link and receive a commission on that sale.
- c. CTG reserves the right to withhold Affiliate Commissions from Affiliates who do not follow the guidelines, or who have Affiliate Commissions that are potentially fraudulent as determined by CTG.
- d. No Affiliate Commissions are earned from any product sales made in the back of the room at our live, online, or virtual training events.

3. Affiliate Commission Payments: Affiliate Commissions will only become payable once you:

- a. Provide all relevant tax and address documentation, including but not limited to a W-9 form to CTG.
- b. Reach a Affiliate Commission level of \$50 based on the rates stated in Schedule A on qualified purchases.
- c. We generally offer a 30-day refund period on our products. Verified Affiliate Commissions earned will be paid 60 days after the product refund period expires. Affiliate Commissions are not earned in any accounting period or paid until CTG receives payments from the student. So, if the purchase is made using a payment plan, our Affiliates are paid as CTG receives each payment from the student. If a sale is canceled or refunded for any reason, any paid Affiliate Commissions will be deducted from the amount owed to the Affiliate in any subsequent payment.
- d. Affiliate Commissions will be sent to the address we have on file from your W-9. It is your responsibility to let us know of any changes to your address.
- e. CTG makes every reasonable effort to accurately track and pay Affiliate Commissions for all sales that come from Affiliate links, but we are not responsible nor under any circumstances will we be held liable for any technical difficulties, outside events, actions by other affiliates, or other uncontrollable events that may disrupt or interfere with CTG's ability to track sales. Under no circumstances will CTG be held liable for any indirect, incidental, special or

consequential damages or any loss of revenue or profits that result from the Affiliate participation in this program.

- f. No Affiliate Commissions are calculated or paid on finance fees that CTG charges for payment plans, or on credit card fees.

- 4. **Marketing:** Affiliates shall bear their own costs and expenses related to marketing and promoting products in the Affiliate Program. CTG is not obligated to reimburse or credit you for any marketing expenses.

You may not engage in any of the following marketing activities and represent and warrant that your marketing practices do not violate any of these restrictions:

- a. Affiliates shall not make any false, misleading, or disparaging statements with respect to the Affiliate Program, CTG, its employees, its customers, or its Affiliates.
- b. Affiliates shall not create websites or advertisements that copy, imitate, or resemble the look and feel of CTG's products or services. Affiliates shall not copy CTG's websites or any portions thereof, including, without limitation, use any of CTG's trademarks or other intellectual property, and display them on their own site or subdomain or use them in any way without CTG's prior express written consent.
- c. Affiliates shall not offer cash back, coupons, rewards or other incentives as part of their marketing efforts for the Affiliate Program.
- d. Affiliates shall not use traffic that is generated by, including, but not limited to, pay to click, pay to read, banner exchanges, click exchanges, cost-per-view advertising, pop-up/under, spam, purchased traffic, or similar methods without prior written consent from CTG.
- e. Affiliates shall not use cookie stuffing techniques that set the tracking cookie without the potential customer actually clicking on the Affiliate's referral link.
- f. Affiliates are responsible for ensuring their tracking codes are working properly before sending traffic to CTG's servers. Any modification to the links is the sole responsibility of the Affiliate. Referral fees may be withheld, as determined in CTG's sole discretion, for tracking errors caused by editing, masking, redirecting or tampering with affiliate links.
- g. Affiliates shall not bid on or use CTG's trademarks or misspelled keywords for the purpose of pay-per-click on internet search engines without prior written consent from CTG.
- h. Affiliates shall not use CTG's trademarks or misspelled keywords in their domain names.

- i. Affiliates shall not use redirected pages and links to send a potential customer to CTG's website.
- j. Affiliates shall not engage in domain forwarding (i.e. purchasing a domain and setting it to forward directly to CTG's website using an affiliate link).
- k. Affiliates shall not engage in the advertisement of business-opportunity websites or use marketing practices that attract fraudulent or short-term customers.
- l. Affiliates shall not engage in any marketing activity that may harm the reputation or credibility of CTG, including using low-quality marketing materials, or advertising on any website that promotes violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or any illegal activities, or violates the intellectual property or other rights of a third party.
- m. Affiliates shall not send any email in violation of the federal CAN-SPAM statute, 15 U.S.C. 1571, et seq.
- n. Affiliates must include a physical mailing address and unsubscribe information for any marketing email sent promoting CTG's Services.
- o. Affiliates shall make clear that they, not CTG, are the sender of all marketing communications related to the promotion of CTG's Services.
- p. Affiliates shall not engage in any marketing or promotional activities that violate applicable laws, rules, or regulations.
- q. Affiliates shall not market using facsimile, broadcast, telemarketing, text message marketing, or other offline marketing methods regarding CTG or CTG's Services without the express written consent of CTG.
- r. Affiliates shall not use malware or spyware to market or promote CTG's Services.

5. Database: Students who purchase Approved Products through the Affiliate program will be deemed to be CTG customers, students and part of CTG's database. Accordingly, all of CTG's rules, policies, and operating procedures concerning orders, service, terms and conditions, sales, and database management at are CTG's sole discretion and will apply to those students. CTG may change our policies and operating procedures at any time.

6. Indemnification: You hereby agree to indemnify and hold harmless CTG and our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorney's fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (ii) any claim related to your website or advertisements,

including without limitation, its development, operation, maintenance, copy, design, and content therein not attributable to CTG; (iii) any claim relating to your business, your products, services and promotions.

- 7. Non-Disparagement:** You agree that You will not disparage CTG, its officers, directors, or employees or otherwise take any action that could reasonably be expected to adversely affect CTG's reputation. Under this Agreement, "disparage" includes, but is not limited to, any negative statement, whether written or oral, about CTG, its officers, directors, or employees. You agree and acknowledge that this provision is a material term of the Agreement, the absence of which would have resulted in CTG refusing to enter into this Agreement.
- 8. Assumption of Risk:** You are solely responsible for ensuring that your participation in the Affiliate Program complies with applicable law and does not violate the rights of any third party, including, without limitation, intellectual property rights. You assume all liability for any claims, suits or grievances filed against you, including, but not limited to, all damages related to participation in the Affiliate Program.
- 9. Limitation of Liability:** TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, CTG, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, AND ANY THIRD PARTY INFORMATION PROVIDERS, SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR PARTICIPATION IN THE AFFILIATE PROGRAM. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, CTG SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH YOUR PARTICIPATION IN THE AFFILIATE PROGRAM. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, CTG SHALL NOT BE LIABLE TO ANY PARTY FOR CLAIMS ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE AFFILIATE PROGRAM. TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR FAILS OF ITS ESSENTIAL PURPOSE, CTG'S SOLE OBLIGATION TO YOU FOR DAMAGES SHALL NOT EXCEED THE AMOUNT OF COMMISSIONS YOU EARNED OVER THE TWELVE (12) MONTHS PRECEDING THE CLAIM(S), UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW.
- 10. Limitation on Time to File Claims:** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
- 11. Entire Agreement; Severability of Provisions; No Waiver:** This Agreement constitute the entire agreement with respect to participation in the Affiliate Program. If any provision of this Agreement is deemed unlawful, void, or unenforceable by a court of law exercising proper jurisdiction, that provision shall be deemed severed from the

remaining provisions and shall not affect their validity and enforceability. No waiver of any provision hereof shall be valid unless in writing signed by the parties. Any failure to enforce any right or remedy hereunder shall not operate as a waiver of the right to enforce such right or remedy in the future or of any other right or remedy.

- 12. Governing Law:** The laws of the United States and the State of California will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Santa Barbara County and you irrevocably consent to the jurisdiction of such courts.
- 13. Changes to Terms and Conditions of This Agreement:** CTG may review and update these Terms and Conditions at any time in our sole discretion and it is your responsibility to keep abreast of those changes. All changes are effective immediately when posted. Your continued participation in the Affiliate Program following the posting of revised Terms and Conditions means that you accept and agree to the changes which are binding on you, so please check this webpage periodically for updates.
- 14. Contact:** If you have questions regarding this agreement or its Terms and Conditions, you may contact us at affiliates@jackcanfield.com

SCHEDULE A
APPROVED PRODUCTS and STANDARD AFFILIATE COMMISSIONS

See the Canfield Affiliate Center for all Approved Products and the Affiliate Commission rates.