

# The Parent Resource Center Affiliate Agreement

## Summary of this agreement

1. You receive a 50% commission (less fees) for every new customer you refer to our products for sale who then goes on to become a paying customer anytime within 6 months after the referral. A "referral" means that the customer clicked your affiliate link to learn about the products we sell. A "sale" means the customer purchased the product and did not return it for a refund within 60 days.
2. You may generate leads through any legitimate means you like. You may put banner ads on your website, send your affiliate link in emails to your email list, promote via online groups, place paid ads in appropriate places, use social media, personal relationships, etc. Of course, you may **not** spam people with unsolicited mail.
3. Affiliate commissions are paid 60 days after the customer has fully paid for the product. This is to ensure the customer hasn't requested a refund, filed a chargeback request with their credit card company, given a bad credit card number, etc. Basically, as long as we get the money from their payment, you get a commission.
4. We prefer to pay commissions via Paypal, but can make other arrangements if necessary.
5. We will provide you with some promotional material, but you are free to promote the program and products using whatever materials you like (as long as they accurately describe the product).

## Full Legal Affiliate Agreement

The following are the terms and conditions of participating in The Parent Resource Center Affiliate Program. "Affiliate" refers to yourself, and "The Parent Resource Center" refers to The Parent Resource Center LLC, of P.O. Box 1138, Ashland, OR 97520.

### Payments and Commissions

The Parent Resource Center will pay the Affiliate a 50% commission for each sale which is identified as a visitor from Affiliate's web site or other promotion using their unique Affiliate Link. The total sale amount, less the PayPal processing fees, results in the Net Sale Amount. You will receive 50% of this Net Sale Amount. For example, if a product is sold to a customer for \$100, and PayPal charges processing fees of 2.9%, then the Net Sale Amount would be  $\$100.00 - \$2.90 = \$97.10$ . Your commission of 50% would therefore be \$48.55.

The Affiliate's commission shall be paid via PayPal approximately 60 days after a customer pays, unless other payment methods have been arranged. Since we offer a 30-day full money-back guarantee, this 60-day period is to ensure the customer hasn't requested a refund, filed a chargeback request with their credit card company, given an expired credit card, etc. The Parent Resource Center reserves the right to modify the payment schedule as long as notice is posted to

our web site's affiliate area. If a commission does not exceed \$40 for U.S. based affiliates or \$60 for all others during the prior period, The Parent Resource Center reserves the right to hold payment until commissions accumulate to the minimum amount.

Currently the Affiliate Program is limited to affiliates located in the U.S. and Canada. All commission payments will be made in U.S. dollars.

Payments will be made only via PayPal unless other arrangement have explicitly been made.

If a qualifying sale is canceled or refunded after the Affiliate is paid, the related commission will be deducted from future commission payments.

Affiliates are NOT employees of The Parent Resource Center and are responsible for their own local, state, or country taxes, as well as any other applicable filings, insurance, or requirements.

All Affiliate applications are subject to approval by The Parent Resource Center LLC.

Both The Parent Resource Center and the Affiliate reserve the right to terminate this agreement at any time. If canceled, outstanding commissions for the current period at the time of cancellation shall be paid in the next monthly payment so long as rules of this agreement were not violated by the Affiliate.

### **Affiliate Link**

You will be issued an "Affiliate Link", or unique URL, which allows The Parent Resource Center to identify visitors from your site as originating from you. These visitors are tracked with this unique URL and sales are recorded with your unique Affiliate ID. To receive commissions, you must use the provided Affiliate Link. The URL may be in various forms such as a banner, image, or text link.

The Parent Resource Center reserves all rights in or to its trademarks and servicemarks but may be used by Affiliate in accordance with this agreement. The Parent Resource Center trademark may not be used to register internet domain names for any purpose. Affiliate may in no way display a Parent Resource Center logo, image, or trademark which may be distasteful, defame, or misrepresent.

Affiliate shall not misrepresent The Parent Resource Center products or services.

Affiliate is solely responsible for insuring that their Affiliate Link is set up properly to qualify for commissions, although you can contact [chris@parentresourcectr.com](mailto:chris@parentresourcectr.com) for assistance.

Affiliate may not use their own Affiliate Link to order products from The Parent Resource Center until Affiliate has been paid a commission on at least 10 other sales. Doing so will result in immediate reversal of any commission. In other words, you can't get paid on your own purchase until you've been paid a commission for at least 10 other sales.

Affiliates will not get commissions for referrals of prior customers who have cancelled their product purchases within the past year. In other words, you can't get a commission on someone who has been a customer and recently cancelled, then re-purchases using your affiliate link.

Affiliate agrees to not send unsolicited mail or SPAM mail to promote any of The Parent Resource Center products or services. This action WILL RESULT in immediate termination of your account with a cancellation of any pending commissions. Affiliate will also be in violation of The Parent Resource Center Affiliate Agreement and subject to legal action. However, Affiliate should feel free to email their own list or any list they have legal rights to.

### **Prohibited Websites**

Websites that promote: sexually explicit material, gambling, or violence do not qualify as an Affiliate.

Sites that promote discrimination based on race, sex, religion, national origin, or physical disability shall not be accepted. Sites that promote illegal activities shall not be accepted. Do not apply if your site promotes these kinds of activities. By applying, you are stating that your Site does not promote or endorse these activities.

### **Term of Agreement**

This agreement remains in effect for as long as the Affiliate is earning commissions, plus one year, or until cancelled by either party. It may be renewed upon mutual agreement of both parties.

Commissions earned through the date of expiration or cancellation of this agreement will remain payable only if the qualifying sales are not cancelled or refunded by the referred Customers. Payment of the final Commission payment to the Affiliate may be withheld for a reasonable time in order to ensure that the correct amount is paid.

### **Disclaimer**

The Parent Resource Center will make every reasonable effort to track and pay commissions for all sales that apply to Affiliate. However, The Parent Resource Center is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily disrupt or diminish this service.

### **Privacy**

To protect The Parent Resource Center customer privacy, we cannot provide identifying customer names and contact information to you. However, we will provide a report detailing date of each qualifying enrollment, and perhaps other data, for your records.

## **Independent Contractor**

The relationship between The Parent Resource Center and Affiliate established by this Agreement is that of independent contractors. The Parent Resource Center and Affiliate shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein. The term "Affiliate" shall not be interpreted as a legal partner or affiliate, simply as an independent contractor for The Parent Resource Center under this agreement.

## **Limitation of Damages**

The Parent Resource Center shall not be held liable for any indirect, incidental, special, or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or program, even if The Parent Resource Center has been advised of the possibility of such damages. The Parent Resource Center aggregate liability arising under or with respect to this agreement or the program shall in no event exceed the total commissions paid or payable by The Parent Resource Center under this agreement.

Affiliate understands that Affiliate tracking may not be 100% accurate and The Parent Resource Center is not responsible for inaccuracies that might occur beyond its control (we rely on cookies for tracking).

Tracking of Affiliate sales depend on several factors which are out of the control of The Parent Resource Center. It is the goal of The Parent Resource Center to make Affiliate tracking as accurate as possible; however, The Parent Resource Center cannot guarantee 100% tracking for situations beyond its control.

## **Warranty Disclaimer**

The Parent Resource Center makes no warranties expressed or implied with regard to the Affiliate Program except as outlined in this agreement.

## **Governing Law**

This agreement shall be governed by the laws of the State of Oregon in the County of Jackson and the United States. Any matters requiring legal action are to be addressed in the aforementioned jurisdiction and are to be settled by binding arbitration.

END OF AGREEMENT

## **Affiliate Application**

To become an affiliate, please complete the online application at:

<http://www.parentresourcectr.com/wp-content/plugins/wp-affiliate-platform/affiliates/register.php>

By completing the online application, you are stating that you agree to the terms and conditions of this document.