

K9joy Affiliate Agreement

This Agreement ("the Agreement") is a legally binding agreement between the following parties ("the Parties"):

- The Affiliate (= you)
- Canine Superior Financial Services Inc., D.B.A. K9joy®, 101 Main Street, Porthill, Idaho, 83853 USA ("K9joy").

The Agreement outlines the terms for your conducting business independently as a K9joy Affiliate, generating traffic to K9joy's web site at <http://k9joy.com> ("the Web Site") and being paid commissions on sales of K9joy products ("the Products") resulting from that in accordance with K9joy's Affiliate Program ("the Program").

By filling out the signup form you acknowledge that you have read the terms and conditions, and that you understand them and agree with them. Your continuing the registration process as a K9joy Affiliate shall constitute sufficient proof of your consent to be bound by this Agreement, and you covenant that you are legally capable of entering into this agreement, in accordance with law in the country/state/province where you live.

This Agreement encompasses the following eleven sections:

- 1) [Term of this Agreement](#)
- 2) [Scope of this Agreement](#)
- 3) [Commissions payable](#)
- 4) [Reporting](#)
- 5) [Payee](#)
- 6) [Privacy](#)
- 7) [Communication](#)
- 8) [Wholesale of products](#)
- 9) [Modifications/amendments to this Agreement](#)
- 10) [Limitation of Liability](#)
- 11) [Reference law and dispute resolution](#)

1) Term of this Agreement

The term of this Agreement will begin upon K9joy's acceptance of your Affiliate application and will end when terminated by either Party, with or without cause, by giving the other Party written notice of termination. Notice by mail or by e-mail will be adequate.

Notice must be given a minimum of 10 business days prior to the end of a calendar month, and termination will be effective at end of the following calendar month, except in the following cases that will constitute sufficient grounds for immediate termination:

- * Use of unsolicited email/spam to promote our services or products;
- * Inappropriate advertisements (false claims, misleading hyperlinks);
- * Advertising on sites containing/promoting illegal activities;
- * Fraudulent activity of any kind;
- * Violation of intellectual property rights.

If the Affiliate is reported as using spam to promote the service, the Affiliate will be notified that his/her account is under review and the Affiliate will have the opportunity to provide evidence that he/she is in fact using legitimate opt-in email.

Both parties agree not to use any unethical or fraudulent marketing methods. This particularly includes all kinds of using alteration of other people's information, for the purpose of shifting a gain away from the legitimate owner to someone else, such as alteration of affiliate links used by other people, or any other kind of counterfeit information. It also includes predatory advertising methods designed to generate traffic from sites they have not contracted with for the online promotion of K9joy's products, services and affiliate program. Predatory advertising is defined as any method that creates or overlays links or banners on web sites, spawns browser windows, or any method invented to generate traffic from a web site without that web site owner's expressed, written permission. Examples include, but are not limited to, keyword parsing browser plug-ins such as TopText and Surf+, banner replacement technology such as Gator, and browser spawning technology that is not web site dependent.

If an Affiliate is found to have used spamming or unsolicited email, or he/she has used predatory advertising or participated in any predatory advertising programs, his/her account will be terminated instantly and all outstanding commissions will be forfeited.

2) Scope of this Agreement

This Agreement will enable the Affiliate to earn commissions on sales of relevant products from K9joy's Web Site, as such sales are made to people the Affiliate referred to the Web Site through an appropriate affiliate link, in accordance with the Program.

This Agreement shall not in any way oblige K9joy or the Affiliate beyond what is contained in this Agreement. The Affiliate will thus not be an employee or other kind of representative for K9joy, for which K9joy will assume any liability, and the Affiliate will not obtain any rights to represent K9joy's interests in any other way than as outlined in this Agreement.

"Relevant products", or simply "Products", shall mean products that are assigned affiliate commissions and sold from a web page on the Web Site that can register affiliate referrals. The Products are listed on the Web Site and visible for the Affiliate upon logging in to his/her affiliate account. These listings of Products include information products, like e-books, books, videos, and audio recordings that are for sale from the Web Site, and they may also include certain courses, camp courses, seminars, and other products, as announced. There is a link to the log-in panel for the Affiliate's account on the web page <http://k9joy.com/affiliates>.

"Affiliate commissions" are divided into two tiers. Tier-1 commission is payable to the Affiliate who referred the buying customer. Tier-2 commission is payable to the Affiliate who referred the Affiliate that made the successful referral. Tier-2 commissions are generally 25% of the corresponding tier-1 commissions. All commissions are a fixed dollar amount, related to each specific product.

"Appropriate affiliate link" means a link that is coded as per the instructions in the affiliate program. Those instructions are available at K9joy's web site for any Affiliate immediately upon signing up, by logging into the affiliate account. **Referrals made in any other way are NOT subject to the program or covered by this Agreement, and K9joy will not assume any liability for paying commissions on those or accept any accountability for tracking such sales for the Affiliate. This particularly includes phone and mail orders for which K9joy has no automatic tracking.**

The code of the affiliate link will be read by the server software when a visitor clicks on the link. This will cause the server to set a cookie in the visitor's computer, identifying the Affiliate and the Affiliate's campaign, as this information is coded into the affiliate link by the Affiliate. Whenever an

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order is placed on any web page selling any Product that is part of the Program, this cookie will be read by the server software, and the commissions calculated and credited to the Affiliate's account.

K9joy will *not* assume any responsibility whatsoever for visitors tampering with this affiliate information or with visitors deleting their cookies or changing them. There is nothing in the Program that will cause the cookie to be changed, once set, and K9joy will *not* accept responsibility for tracking affiliate sales in any other way than as described.

K9joy may choose to modify, change, enhance, secure, or improve this procedure any time in the future, subject to available software and a documented need for it.

The Affiliate is welcome to cloak the URL with the affiliate information in, at his/her own expense, if a fee is involved for such service. Such service is not provided by K9joy, but the Affiliate can obtain the necessary web space for doing it through <http://k9joy.com/webservices> at a reasonable rate.

3) Commissions payable

The Affiliate is only eligible to earn commissions on sales occurring during the term of the Agreement. Commissions are paid in US\$ through PayPal, by default. Payment in US\$ per US check, by bank wire, or in other ways is possible, but K9joy will deduct a handling fee from each such payment in order to cover the costs of such transactions, on a case-by-case basis.

Commissions are paid in two tiers, as outlined in the [previous section](#): a tier-1 commission to the Affiliate who referred a customer, plus a tier-2 commission to the Affiliate who signed up the Affiliate who referred the customer. The dollar amount of each commission is set by K9joy, and it varies from product to product. K9joy retains the right to change commission rates any time and for any reason. The Affiliate will be notified about such changes as outlined in [section 7](#).

Commissions are generally payable monthly, and they are paid within the first half of the following calendar month.

Commissions will be accumulated till they reach \$100 or a pay-out is required due to termination of the Agreement. Commissions that are not paid out at the end of a calendar month will automatically be transferred to the following month. Commissions do not accrue interest.

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Commissions for sales that later get rejected upon failing authorization or otherwise refunded or charged back will be deducted from the Affiliate's commission payment, although not necessarily in the same month.

If the Affiliate's account shows a record of sales with a significant amount of refunds or charge-backs, K9joy may, at its own discretion, put a 2-month hold on funds payable to the Affiliate in order to clear such charges.

If the Agreement has been terminated by either party, K9joy may withhold all payments, in order to ensure that most charge-backs and refunds will have been claimed and adjusted for in the Affiliate's payment. The total time for such delay of payments must not exceed one month after a full calendar month with no such claims from customers that were generated by the Affiliate. After this time, the Affiliate's account will be closed. It is then K9joy's sole responsibility to deal with such refunds and charge-backs, and they will no longer be causing any further claims to the Affiliate.

K9joy will not be held responsible for any possible deductions from the Affiliate's commissions, other than amounts owed to K9joy.

Any problems or discrepancies over due commissions will be acknowledged and a solution commenced within 10 business days of a support notification to the company. Queries can be raised via the online form or by mail to

K9joy Affiliate Program
3998C Riverview Road
Creston, BC
V0B 1G2 Canada.

4) Reporting

Affiliates will be able to access sales reports through their affiliate administration panel on K9joy's Web Site. Access details will be supplied upon acceptance of the application. There is a link to the log-in control panel on <http://k9joy.com/affiliates>.

Statistics are available for the Affiliate's review through the affiliate account, subject to server performance and available software, in real time, providing clicks/visits, sales, commissions due, commissions paid, and conversion ratios.

Historical data on a monthly basis of past performance are also generally available.

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The Affiliate will, in general, be notified per e-mail every time a sale is concluded that triggers a commission, on either tier level. The product sold will be reported in this e-mail. For the protection of K9joy's customers' privacy, only the name of the customer will be available to the Affiliate for a tier-1 commission, and the name of the referring affiliate for a tier-2 commission.

Beyond this, customer data will not be available for the Affiliate.

5) Payee

The Affiliate may designate any payee ("the Payee") of his/her choice to receive the commissions earned by the Affiliate.

The Payee will have commissions paid monthly as outlined in [section 3](#), provided the appropriate Payee information has been entered into the affiliate account by the Affiliate. It is the Affiliate's responsibility to ensure that this information is available and appropriate for K9joy.

If a valid PayPal e-mail address is stored in the Affiliate's personal data as the Payee, payments will be sent to that address.

If other information than an e-mail address (for instance a business name) is stored as the Payee, checks will be issued to that person or business and mailed to the Affiliate's registered address, unless a different address is stored together with the name of the Payee. K9joy will deduct the handling costs of this payment from the amount paid.

If some other payment instructions are stored as the Payee in the affiliate account, k9joy will follow these instructions, and the costs of doing it will be deducted from the payment.

If no valid or useful payment information is stored as Payee on the affiliate account, no payment will be made; the payable amount will simply be transferred to the following month.

6) Privacy

The personal information entered to K9joy's database when signing up as K9joy Affiliate will be considered strictly confidential and will not be used

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for any purposes whatsoever that do not relate directly to this Agreement and the relationship between K9joy and the Affiliate.

K9joy will not divulge this information to any third parties and will not be involved in any reporting of any details of this information (such as payments or accumulated earnings) to any third parties, government included, and will not be responsible for the Affiliate's taxes or tax reporting in any way whatsoever, unless specifically required by law of ordered by a judge.

7) Communication

K9joy will communicate with its affiliates through the K9joy Affiliate News - which technically is a mass-e-mailer. All affiliates are automatically signed up to receive e-mail from this mailer, yet they can opt out through a single mouse click by following the unsubscribe instructions at the bottom of each mail sent through this mailer. Its e-mail address is

K9joyAffiliateNews@referralware.net, and the Affiliate should make sure that mail from this address does not get caught in any personal spam filters or mail restrictions from his/her own ISP. K9joy is not responsible for this happening and will not take any action to prevent it or rectify it.

K9joy will use this mass-e-mailer to communicate introduction of new products, new marketing possibilities, and all kinds of useful tips and help to the Affiliate, assisting him/her improving the marketing results. This media will also be used to communicate updates and revisions of this Agreement (see [section 9](#)) and to communicate changes in affiliate commissions on individual products.

An Affiliate who chooses to not receive mail from this mass-e-mailer will *not* be contacted directly in any alternative way, and will still be bound by any of these updates and amendments to this Agreement.

8) Wholesale of products

The Affiliate may choose to add direct retail sale of K9joy's products to his/her business activities.

Wholesale purchase of products from K9joy will be offered to affiliates on the following terms:

- 1) Wholesale orders are to be e-mailed to shipping@k9joy.com.

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- 2) When the order is received, a PayPal invoice will be sent.
- 3) The order will be shipped when payment is secured.

The wholesale price is calculated as follows:

- the official retail price
- *minus* tier-1 affiliate commission
- *minus* standard shipping costs (as included in the retail price)
- *plus* true shipping costs for the combined order, as per the Affiliate's wish for shipping method (ground/air/courier).

The Affiliate is free to charge whatever retail price he/she finds reasonable, but it is highly recommended to keep the price reasonable, in comparison to what K9joy offers on the Web Site.

9) Modifications/amendments to this Agreement

K9joy may, from time to time, in its sole discretion, and on an as-needed basis, make changes to this Agreement or to the way the Program works. If such changes affect the Affiliate negatively, they will generally be introduced with a minimum of 10 business days' notice.

If the Affiliate is unhappy about any such changes, his/her only recourse is to terminate the Agreement by giving proper notice.

Changes will be announced by notice on the Web Site where back issues of broadcasts on the mass-e-mailer will be linked to, and all affiliates who have not opted out of receiving email notifications will also receive an email notification.

Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures and program rules.

Any changes or modifications made will be in good faith for the common good of both K9joy and its affiliates; the agreement will *not* be altered to purposely avoid paying affiliates due commissions, and changes will *not* be made with retroactive effect.

The Affiliate's continued participation in the program, signaled by the absence of written notice within 10 business days to terminate this

Agreement, shall constitute sufficient proof of binding acceptance of the changes from the Affiliate's side.

10) Limitation of Liability

K9joy will not be liable for any indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the affiliate program, even if we have been advised of the possibility of such damages. Further, K9joy's aggregate liability arising with respect to this Agreement and the Program will under no circumstances exceed the total commissions paid or payable to the Affiliate under to this Agreement.

K9joy will under no circumstances whatsoever retain any liability or responsibility for consequences of

- the Affiliate failing to keep his/her account information up-to-date;
- the Affiliate not receiving broadcast e-mails;
- the affiliate not accessing his/her affiliate account or the Web Site;
- the Affiliate using information received from K9joy, including instructions for using the Program, in an inappropriate way.

K9joy retains the right to market products and services that are not part of the affiliate program, including the same products and services that are also part of the affiliate program, for purposes that might be unrelated to the affiliate program. Although this is not intended to be any direct competition to the Affiliates' marketing, but most likely is part of a marketing test study, it can, in certain situations, be seen as undue competition. Regardless of this, K9joy is not obliged to sell its products and services exclusively through the affiliate program, and the Affiliate is not restricted from promoting products from any third parties alongside with K9joy's products.

11) Reference law and dispute resolution

This agreement is made in respect of the Laws in the State of Idaho, and both parties declare that their participation in this Agreement does not violate any third parties' rights. The Parties further declare that they have sufficient authority to enter into this binding Agreement on behalf of the Party they represent.

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The Affiliate particularly covenants that he/she has read this Agreement and accepts the terms as outlined in it, based on his/her own personal evaluation of the benefits and obligations of participating in this program, without relying on any statements or guarantees or warranties or other claims of possible benefits that are not included in this Agreement.

The Affiliate may not assign this Agreement, by operation of law or otherwise, without K9joy's prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the Parties and their respective successors and assigns. A Party's failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of the rights to subsequently enforce such provision or any other provision of this Agreement.

Any dispute that cannot be resolved directly between the parties is to be subject to the decisions made by the Courts of Idaho.

Signed by



Mogens Eliassen
Director of Canine Superior Financial Services Inc.
(by posting to K9joy's web site at <http://k9joy.com> on January 25, 2005.)

Signed by the Affiliate by submitting the on-line application to become a K9joy Affiliate.