



# Adventures in Wisdom Affiliate Program Terms and Conditions of Sale

Please read this Terms and Condition of Sale prior to joining the **Adventures in Wisdom Affiliate Referral Program**.

## **FOREWORD**

Our affiliates are very important to us. We have created an affiliates program that we believe will generate great commissions for you. This Terms and Conditions of Sale has been created to protect you as well as protect Adventures in Wisdom™ and our intellectual property. So please bear with us as we take you through this legal formality.

If you have any questions, please don't hesitate to contact us. We can be reached at: [info@adventuresinwisdom.com](mailto:info@adventuresinwisdom.com) or 860-580-WISE.

All the best,

Renaye Thornborrow  
CEO, Adventures in Wisdom

## **AFFILIATE AGREEMENT**

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ADVENTURES IN WISDOM.

BY SUBMITTING THE ONLINE APPLICATION, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION OUTLINED BELOW.

### **1. Overview**

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in the Adventures in Wisdom Affiliate Referral Program. The purpose of this Agreement is to allow HTML linking between your web site and [www.AdventuresInWisdom.com](http://www.AdventuresInWisdom.com). Please note that throughout this Agreement, "we," "us," and "our" refer to Adventures in Wisdom, and "you," "your," and "yours" refer to the affiliate.



## 2. Affiliate Obligations

2.1. To begin the enrollment process, you will complete and submit the online application. Your application will be approved within 24 hours and usually within 2-4 hours.

We may reject your application at our sole discretion. We may cancel your application if we determine that your site is unsuitable for our Program, including if it:

2.1.1. Promotes sexually explicit materials

2.1.2. Promotes violence

2.1.3. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

2.1.4. Promotes illegal activities

2.1.5. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

2.1.6. Includes mis-spelled variations of our domain name

2.1.7. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.

2.1.8. Contains software downloads that potentially enable diversions of commission from other affiliates in our program.

2.1.9. You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are [www.AdventuresInWisdom.com](http://www.AdventuresInWisdom.com), [www.AdventuresInWisdomMembers.com](http://www.AdventuresInWisdomMembers.com), or any other affiliated business.

2.2. As a member of the Adventures in Wisdom Affiliate Referral Program, you will have access to our online Affiliate Resource Center. Here you will be able to review our Program's details and access marketing support materials such as sample emails, Facebook postings, and banner advertisements. In order for us to accurately keep track of all guest visits from your site to ours, you must use the HTML code that we provide for each banner, text link, or other affiliate link.

2.3. We reserve the right, at any time, to review your placement and approve the use of Your Links and require that you change the placement or use to comply with the guidelines provided to you.



2.4. The maintenance and the updating of your site will be your responsibility. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel could enhance your performance.

2.5. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be in writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

### **3. Adventures in Wisdom Rights and Obligations**

3.1. We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our web site are appropriate and to notify you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the Adventures in Wisdom Affiliate Referral Program.

3.2. Adventures in Wisdom reserves the right to terminate this Agreement and your participation in the Adventures in Wisdom Affiliate Referral Program immediately and without notice to you should you commit fraud in your use of the Adventures in Wisdom Affiliate Referral Program or should you abuse this program in any way. If such fraud or abuse is detected, Adventures in Wisdom shall not be liable to you for any commissions for such fraudulent sales.

3.3. This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated hereunder.

### **4. Termination**

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

### **5. Modification**

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and Adventures in Wisdom Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your



continued participation in Adventures in Wisdom Affiliate Referral Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

## **6. Payment**

Commission checks are sent out on the 20th of each month for commissions earned during the previous month. Note that commissions are only paid when the total amount earned is at \$50 or more.

Note that all referrals are reviewed prior to payment to ensure that the company was not already in conversation with the prospect. This is most relevant to WISDOM Coach prospects who have completed an application prior to an affiliate link being clicked.

Payment is made after the client has completed their payment plan (For example, if the client you referred to us chooses a 3-month payment plan option, payment will be made to you on the 20<sup>th</sup> of the month after the payment plan has been successfully completed. If the client cancels or fails to complete the payment plan, no affiliate commission will be earned).

## **7. Access to Affiliate Resource Center**

When you sign up for the Adventures in Wisdom Affiliate Referral program, you will create a userid and password so that you may enter the secure affiliate resource center. From the resource center you will be able to receive your reports that will describe our calculation of the commissions due to you.

## **8. Promotion Restrictions**

8.1. You are free to promote your own web sites, but naturally any promotion that mentions Adventures in Wisdom could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by Adventures in Wisdom. For example, advertising commonly referred to as “spamming” is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote Adventures in Wisdom so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote Adventures in Wisdom so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your web sites as independent from Adventures in Wisdom. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the Adventures in Wisdom Affiliate Referral Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.



8.2. Adventures in Wisdom does not allow trademark bidding and prohibits bidding on any form of our URL. Affiliates CANNOT run pay per click campaigns linking directly to any of our websites and will be considered trademark violators, and will be banned from Adventures in Wisdom. We will do everything possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our affiliate program without prior notice, and on the first occurrence of such PPC bidding behavior. Affiliate PPC campaigns are allowed only when linking to an affiliate-owned website.

8.3. Affiliates are not prohibited from keying in prospect's information into the lead form as long as the prospects' information is real and true, and these are valid leads (i.e. sincerely interested in Adventures in Wisdom's service).

8.4. Affiliate shall not transmit any so-called "interstitials," "Parasiteware™," "Parasitic Marketing," "Shopping Assistance Application," "Toolbar Installations and/or Add-ons," "Shopping Wallets" or "deceptive pop-ups and/or pop-unders" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited Adventures in Wisdom site (i.e., no page from our site or any Adventures in Wisdom's content or branding is visible on the end-user's screen). As used herein a. "Parasiteware™" and "Parasitic Marketing" shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, Bing, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of Adventures in Wisdom site in IFrames, hidden links and automatic pop ups that open Adventures in Wisdom site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

## **9. Grant of Licenses**

9.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of Adventures in Wisdom Affiliate Referral Program. You agree that all uses of the Licensed Materials will be on behalf of Adventures in Wisdom and the good will associated therewith will inure to the sole benefit of Adventures in Wisdom.

9.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.



## **10. Disclaimer**

The site is provided by Adventures in Wisdom on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, Adventures in Wisdom makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise. Adventures in Wisdom shall have no liability for any interruptions in the use of this Website. Adventures in Wisdom disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties; therefore the above-referenced exclusion is inapplicable.

## **11. Representations and Warranties**

You represent and warrant that:

11.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

11.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;

11.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

## **12. Limitations of Liability**

Adventures in Wisdom SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR Adventures in Wisdom SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEB SITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF Adventures in Wisdom HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS IS INAPPLICABLE.



### **13. Indemnification**

Affiliate agrees to indemnify and hold Adventures in Wisdom, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's use of the Service, the violation of this Agreement, or infringement by Member, or other user of the Service using Member's computer, of any intellectual property or any other right of any person or entity.

### **14. Confidentiality**

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

### **15. Other conditions and restrictions**

15.1 Note that the purpose of the affiliate program is to thank you for referring new clients to us. Affiliates will not receive a commission on their own purchases.

15.2 Commissions are paid on the first sale only.

15.3 Contractors/Employees of Adventures in Wisdom and their family members are not eligible for the affiliate program

15.4 Affiliates MUST use their personal affiliate links when referring others to us. Because of the number of affiliates we have and volume of applications we process, we will not process referrals manually or after-the-fact.

15.5 If a prospect was already on our list, they will not be assigned to the affiliate. The purpose of the affiliate program is to bring new leads to Adventures in Wisdom.

### **16. Miscellaneous**

16.1. You agree that you are an independent, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Adventures in Wisdom. 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 any other Site or otherwise, that reasonably would contradict anything in this Section.

16.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.



16.3. Our website is operated and provided in the State of Texas. As such, we are subject to the laws of the State of Texas, and such laws will govern this Terms and Conditions of Sale, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State of Texas.

16.4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

16.5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

16.6. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

16.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.