

THE GLEN RICHARD GROUP TERMS OF SERVICE AND AFFILIATE AGREEMENT

Welcome to The Glen Richard Group and thank You for considering joining Our affiliate network. We believe We have put together some of the best paying offers available to affiliates anywhere on the web, and We hope You will decide to join Our affiliate network.

BECOMING AN AFFILIATE

If You decide You wish to become a The Glen Richard Group affiliate, You will need to submit an application on this site to The Glen Richard Group. Simply click the Affiliate Application button on Our home page.

Before proceeding with the application You will be asked if You understand and agree to the terms and conditions of this The Glen Richard Group Terms of Service and Affiliate Agreement (“Agreement”). By checking the “I Agree” button You agree to the terms and conditions of this Agreement which, along with the consideration of the mutual promises You and We make to each other, then becomes a binding contract between GR Gill, LLC, dba The Glen Richard Group, located at 2002 A Guadalupe St. Suite. 230, Austin, TX 78705 (hereinafter “We”, “Us” or “Our”) and You.

After submitting Your application to become a The Glen Richard Group affiliate You will receive an email of either acceptance or rejection. If You are accepted, the email will provide You with a username and password to log-in at The Glen Richard Group. You agree that You are solely responsible for maintaining the confidentiality of the password associated with Your use of the The Glen Richard Group web site and that You are fully responsible for all activities that occur under Your password.

SELECTING OFFERS

Affiliates may log into The Glen Richard Group and review the available programs on Our Offer page. Every campaign on Our Offer page has its commission rate listed with its title. By applying to participate in an Offer You agree to accept the listed commission.

Affiliates may choose to participate in one or more of the available programs by selecting them and submitting an application for that Offer. Some offers may have additional terms to add to this Agreement and You will be asked to accept those terms at the time of Your application. By checking the “I Agree” button You agree to the additional terms and conditions of that Offer which then become part of this Agreement.

We will inform You of the acceptance or rejection for Your selected Offers via email.

AD MANAGEMENT

By selecting the “Ad Manager” feature on Our site You will find the dashboard for creating and managing Your campaign as well as creative files available for Your use. When You create Your

campaign We will provide You with unique links which You will use to drive customers to Our sites. You will receive a commission for every customer who completes their transaction on Our site through Your link. Your commission will be reduced for every customer who returns, rejects, charges-back or otherwise voids their purchase. If We determine, in Our sole discretion, that Your campaigns are creating excessive charge-backs it will be cause for immediate termination of this Agreement and Your affiliate status by Us.

CONVERSION TRACKING AND STATISTICAL REPORTS

By selecting the “Reports” link on Our homepage You will find conversion and statistical reports for Your campaigns. These reports will also allow You to track the commissions You have earned to date.

COMMISSIONS AND PAYOUT

Your Earned Commissions will be paid to You in the manner selected on Your affiliate application each Tuesday for the week ended the previous Friday.

Earned Commissions shall be defined as the number of completed transactions less any voided transactions. Further, Earned Commissions shall be limited to 90% of the received remittance from the campaign sponsor for Your campaign.

If the voided transactions in Your campaigns rise above 10% We may create a holdback of Your Earned Commissions for a period which allows for Your campaign’s transaction settlements to be non-cancelable.

SUPPORT

We will provide You with a download for the e-book entitled [Network Overview for Affiliates](#) which provides helpful information on how to use Our applications. We also provide free customer support through email. Simply send your questions to support@glenrichard.com.

USING GOOD CITIZENSHIP IN ADVERTISING AND FORUMS

You understand and agree that You will not: Use Our web site to post, email, upload or transmit any content that is patently offensive, vulgar, unlawful, threatening, defamatory, abusive, tortuous, obscene, libelous, illegal, hateful, harmful, harasses or advocates harassment of another person, invasive of another person’s privacy, exploitive of people in a sexual or violent manner, racially, ethnically or otherwise objectionable or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; Impersonate another person or post a photograph of another person as Your image; stalk or otherwise harass another; harm a minor in any way; promote commercial activities and/or sales such as contests, sweepstakes, barter, or advertising except as provided by the functionality of the Site. post, email, upload or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, unsolicited mass mailing, chain letters, or pyramid schemes; promote an illegal or unauthorized copy of another person's copyrighted work; upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to

interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; use software that automatically creates user identities; intentionally or unintentionally violate any applicable local, state, national or international law; post a review on a business You own, control or are employed by; post inaccurate or misleading information or pictures; or misrepresenting a product or service. You understand and agree that You are solely responsible for Your interactions with other visitors and that We reserve the right, but have no obligation, to monitor disputes between You and other visitors.

WARRANTY

YOU WARRANT THAT AT ALL TIMES YOU WILL BE IN COMPLIANCE WITH THIS AGREEMENT AND THAT YOUR USE OF ANY SERVICE OFFERED BY US WILL NOT VIOLATE FEDERAL OR STATE LAW, INCLUDING BUT NOT LIMITED TO, CAN-SPAM VIOLATIONS OR THE FEDERAL TRADE COMMISSION'S TELEPHONE SALES RULES VIOLATIONS, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT, PATENT INFRINGEMENT OR PLAGIARISM.

THE GLEN RICHARD GROUP SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF ANY SERVICE OFFERED BY THE GLEN RICHARD GROUP IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE GLEN RICHARD GROUP DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE GLEN RICHARD GROUP DOES NOT MAKE ANY WARRANTY THAT ITS SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT ANY SERVICE OFFERED BY THE GLEN RICHARD GROUP WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES THE GLEN RICHARD GROUP MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY SERVICE OFFERED BY THE GLEN RICHARD GROUP OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH ANY SERVICE OFFERED BY THE GLEN RICHARD GROUP. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY SERVICE OFFERED BY THE GLEN RICHARD GROUP IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. THE GLEN RICHARD GROUP DOES NOT MAKE ANY WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH OR FROM ANY SERVICE OFFERED BY THE GLEN RICHARD GROUP OR ANY TRANSACTIONS ENTERED INTO BY USE OF OR THROUGH ANY SERVICE OFFERED BY THE GLEN RICHARD GROUP. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE GLEN RICHARD GROUP OR

THROUGH ANY SERVICE OFFERED BY THE GLEN RICHARD GROUP SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL THE GLEN RICHARD GROUP OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE ANY SERVICE OFFERED BY THE GLEN RICHARD GROUP, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO BY MEANS OF OR THROUGH ANY SERVICE OFFERED BY THE GLEN RICHARD GROUP, OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF THE GLEN RICHARD GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ALSO AGREE THAT THE GLEN RICHARD GROUP SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU, OR TO ANYONE, FOR THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR ARISING FROM USE OF ANY SERVICE OFFERED BY THE GLEN RICHARD GROUP. IF YOU ARE DISSATISFIED WITH ANY SERVICE OFFERED BY THE GLEN RICHARD GROUP YOUR EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE WITHOUT REFUND OF ANY KIND WHATSOEVER.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless The Glen Richard Group, its parents, subsidiaries, affiliates, officers, directors, employees, agents, and suppliers, and their respective affiliates, officers, directors, employees, and agents, from any claim, action, demand, or damage, including reasonable attorney's fees, made by any third party or governmental agency arising out of or related to Your use of any service offered by Us or Your violation of this Agreement, including without limitation, claims or suits for libel, violation of rights of privacy or publicity, interference with property rights, trespass, violations of Federal or State Law, including but not limited to, Can-Spam violations or the Federal Trade Commission's Telephone Sales, copyright infringement, trademark infringement, patent infringement or plagiarism. We may, at Our sole discretion, assume the exclusive defense and control of any matter subject to indemnification by You. The assumption of such defense or control by Us shall not excuse any of Your indemnity obligations.

FORCE MAJEURE

Neither party shall be liable for delays or nonperformance of this Agreement caused by strike, fire or accidents, nor shall either party be liable for delay or nonperformance caused by lack of availability of materials, fuel or utilities or for any other cause beyond its control.

ASSIGNMENT

You may not assign Your rights or obligations under this Agreement without Our prior written consent.

RELATIONSHIP OF THE PARTIES

The parties to this Agreement are independent contracting entities and there is no partnership or agency relationship between them.

INTENDED FOR USERS OVER 18

Our web site is intended for use by individuals 18 years of age or older only. If You are under the age of 18 please leave this site immediately.

PRIVACY POLICY

Our Privacy Policy is located at <http://glenrichard.com/privacy.pdf> and is hereby incorporated into this Agreement by reference. You hereby agree to abide by Our Privacy Policy at all times.

TERM OF AGREEMENT

Either party may terminate this Agreement at any time for any reason or for no reason.

MODIFICATION

We reserve the right to modify this Agreement at any time by sending You an email notification. If You do not agree with the modification to this Agreement Your sole remedy is to cease doing business with Us.

NOTICES

All notices to Us under this Agreement shall be in writing and shall be delivered: a) personally; b) by express overnight courier; or c) by United States Mail, registered or certified, return receipt requested, postage prepaid to the address recorded above for Client, unless specified otherwise below. Notices shall be deemed received on the date of personal delivery, the date of actual receipt as indicated on the delivery notice or return receipt or the date the receipt is refused; whichever is earlier.

GOVERNING LAW

The parties agree that this Agreement and its terms and conditions shall be subject to and construed in accordance with the laws of the State of Texas. The parties consent to exclusive jurisdiction and venue for any claim for enforcement of this Agreement in the state or federal courts of Harris County, Texas.

SEVERABILITY

If any provision, or portion thereof, of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, You understand and agree that such invalidity shall not affect the validity of the remaining portions of the Agreement and understand and agree that The Glen Richard Group may substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provisions.

SECTION TITLES

The section titles in the Agreement are for convenience only and have no legal or contractual effect.

AGREEMENT

This Agreement sets forth the entire agreement between the parties. You acknowledge and agree that You have reviewed this Agreement in its entirety, and every part thereof, and that You understand the Agreement. You further acknowledge and agree that You have had the opportunity to review this Agreement and otherwise consult with Your independent counsel as to the Agreement.

ELECTRONIC SIGNATURES

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SITE OR SERVICES OFFERED BY US. FURTHER, YOU HEREBY WAIVE ANY RIGHTS OR REQUIREMENTS UNDER ANY STATUTES, REGULATIONS, RULES, ORDINANCES OR OTHER LAWS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS.