

Affiliate Agreement

1. **ACCEPTANCE.** You agree to keep the terms and conditions outlined in this agreement. By signing below you indicate your acceptance of this agreement.
2. **SIMPLE STATEMENT OF RELATIONSHIP.** staplesonline.com enters into a relationship with you, the Affiliate, and will reward you with a set commission each time a purchase is made as a result of the Affiliate soliciting orders directly, referring customers to the staplesonline.com web site, via email, phone or fax according to the provisions in this Agreement. Affiliates will receive a 40% reduction for personal orders on regular priced items (excluding Affiliates that have purchased the 'Bare Bones' package).
3. **TRACKING.** The affiliate must personally sign on all new 1st time customers. Affiliates can sign on new customers by email, faxed forms or by phone. After the initial set up order we will be able to track that customer to your affiliate account.
4. **PAY-PER-SALE.** Our Affiliate Program pays the Affiliate only when a sale results from a customer placing an order with staplesonline.com
5. **SALES COMMISSION RATE.** The payment on the 1st sale to a new customer is currently 20% Cash commission or (25% Commission in Panty Points). Affiliates will then receive 10% Cash Commission or (15% Commission in Panty Points) on future customer orders. All above is based on the sales amount (not including taxes or shipping).
6. **HOLDBACK AND CHARGEBACK.** If the purchaser makes a duplicate entry, later returns a product, enters through a non-qualified link, makes an unauthorized payment, or does not make full payment to staplesonline.com, payment made to the Affiliate for that purchase will be adjusted.
7. **PAYMENTS.** Affiliates are not eligible to earn commissions on purchases made directly by the Affiliate where the Affiliate receives a discount off the regular selling price. Payments will be made by check at the discretion of staplesonline.com before the end of any month following receipt of payment by the customer. If the accumulated commission is less than \$25, such commission will be carried over into the next payment period. staplesonline.com agrees to issue a Canadian T4A to Affiliates if their calendar year payments exceed the amounts required by regulation.
8. **AFFILIATE PRODUCT PURCHASES.** Affiliates (excluding 'Bare Bones') qualify for a 40% discount on regular priced items but will not qualify for commission on sales resulting from these items. All Affiliate orders for product or supplies purchased must be accompanied by proper payment including applicable shipping charges and sales taxes. Payment may be in the form of a cash, money order, personal cheque, COD, Visa, MasterCard, or approved Automatic Checking Account Withdrawal. (Only cheques with imprinted name and address will be accepted.)
9. **MONTHLY CUT OFF DATE.** All orders must be received by the end of the last business day of each month in order to be counted in the current month's volume unless otherwise stated.
10. **SALES TAX.** staplesonline.com will collect and remit sales tax on behalf of Affiliates who purchase product. In the event that the Affiliate has submitted a bona fide current provincial sales tax exemption certificate from their resident province, staplesonline.com will not add sales tax to those orders. Orders received before a provincial sale tax exemption certificate has been received by staplesonline.com will not be reimbursed. Responsibility for collection and remission of taxes will then be the responsibility of the Affiliate.

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11. **PRICE CHANGES.** Prices of all staplesonline.com products and sales materials are subject to change with 30 days notice.
12. **REGISTRATION.** To sign up as an Affiliate an individual must be 18 years of age or more; if younger than 18 years of age must have parent or guardian consent.
13. **TERM AND TERMINATION.** The Agreement may be terminated by staplesonline.com or the Affiliate upon thirty days via written notice, or immediately upon notice of any breach of the provisions of this Agreement. Upon termination Affiliate may no longer use staplesonline.com banners, images, content, trademarks.
14. **LIMITATION OF LIABILITY.** staplesonline.com does not warrant that the Affiliate program will meet the Affiliate's requirements or that the operation of the staplesonline.com website and ordering system or affiliate tracking system will be uninterrupted or error-free. In no event will staplesonline.com be liable to the Affiliate or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate the website, ordering system, or affiliate tracking system, even if staplesonline.com has been advised of the possibility of such damages.
15. **CONFIDENTIALITY AGREEMENT.** All materials (whether written or electronic form) belong and are confidential to staplesonline.com and are given to Affiliates in strictest confidence. Affiliates must use their best efforts to keep such information confidential and must not disclose any such information to any third party, directly or indirectly. Affiliates may not use information to compete with staplesonline.com or for any purpose other than promoting the staplesonline.com program, its products and services. Upon expiration, non-renewal or termination of the agreement, Affiliates must discontinue the use of such confidential information and promptly return all confidential information in their possession to staplesonline.com
16. **NON-COMPETITION.** The Affiliate acknowledges that any information that may be described by staplesonline.com as confidential. The Affiliate agrees to hold in confidence and keep confidential during and after the term of the agreement all of the confidential information.
17. **JURISDICTION.** Regardless of the place of signing this agreement, the Affiliate agrees that for purposes of venue, this contract was entered into in British Columbia, Canada and any dispute will be litigated or arbitrated in British Columbia. British Columbia Law shall govern this Agreement.
18. **SOLE AGREEMENT.** This Agreement constitutes the sole agreement between staplesonline.com and the Affiliate regarding the Affiliate Program.

This Affiliate Agreement is made between you, the Affiliate and staplesonline.com silk and luxuries, a federally incorporated Canadian company at 1447 Clyde Avenue, West Vancouver, British Columbia, Canada, V7T 1E9

Affiliate Agreement

Date:

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Parties:

staplesonline.com silk and luxuries Inc. representative:

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The Affiliate:

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Address :

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Email:

Web Site:

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Telephone ()

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Fax ()

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Cell ()

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Credit Card Type

VISA

MASTERCARD

Name on card

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Credit Card

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Expiry Date

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Authorization

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