



# Elements CRM<sup>TM</sup>

Affiliate Program

# Ntractive Affiliate Program Agreement

Thanks for your interest in the Ntractive Affiliate Program. Ntractive is the maker of Elements CRM, the leading Customer Relationship Management (CRM) Solution for Mac business and enterprise.

Our Affiliate Program is free and easy to join. By simply placing links on your site to our website (whether simple text links or banners that we provide you), you will be paid commission of 15% on every sale made. Commission is paid for the purchaser's first month of service and are paid monthly to the Affiliate Member. We take care of tracking, payments and delivery of the product.

Join the Ntractive Affiliate Program and be a part of the fastest growing Mac CRM company! To sign up, simply fill out the form below.

## Affiliate Information

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## Sales Commission

Please indicate where you would like us to direct payment. Preferred method is check by mail, though other arrangements can be made.

Please direct payment to:

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## Link Request

Please indicate the type of link(s)/ad(s) you wish to display.

\_\_\_\_\_ Text link with single heading

\_\_\_\_\_ Text link with heading and one-sentence description

\_\_\_\_\_ Banner Ad: indicate size \_\_\_\_\_

\_\_\_\_\_ Other: please describe your request (subject to approval by Ntractive)

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## Link Display

Please indicate the Web Site Address(es) in which the Ntractive link(s)/ad(s) will be displayed\*:

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\*Web site address must be listed above. Adding/changing URL address in which Ntractive link(s) are displayed requires notification to Ntractive prior to the change.

## Terms and Conditions

Copyright: The Affiliate guarantees that all content, products, and services on the Affiliate's web site are legal to distribute and owned or have the legal right to use any and all copyrighted material by the Affiliate. The Affiliate irrevocably covenants, promises and agrees to indemnify Ntractive and to hold Ntractive harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, arising from any and all claims and lawsuits for copyright, slander, libel, and trademark violation as well as all other claims resulting from member's web pages. Restrictions: All web sites, companies, or individuals need official approval from Ntractive (<http://www.ntractive.com>) before they can become an Affiliate. Only web sites that have been reviewed and approved are permitted to use the Affiliate Program. Ntractive reserves the right to withhold or refuse approval on any web site, company, or individual for any reason, whatsoever. In order to be eligible approval, all web sites must meet the following criteria: Be content-based, not simply a list of links or advertisements. Be fully functional at all levels; no 'under construction' sites or sections. The content of the web site cannot contain any adult content nor link from, or to, any adult materials including but not limited to: Explicit, vulgar or obscene language. Posting or referencing of sexually explicit images or other offensive content. The content of the web site cannot infringe on any personal, intellectual property or copyrights including but not limited to: Racial, ethnic, political, hate-mongering or otherwise objectionable. Any Gratuitous violence or profanity and material that defames abuses or threatens physical harm to others or to you, promotion of illegal substances or activities such as illegal online gambling counterfeiting money, etc. Software Pirating, Hacking; any illegal activity whatsoever is also prohibited. Confidentiality: Except as otherwise provided in this Agreement or with the consent of Ntractive, you agree that all information, concerning us or any of our affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for any purpose other than your participation in the Affiliate Program, except and solely to the extent that any such information is generally known or available to the public through a source other than you. Term and Termination of Agreement: This contract binds for an unlimited period of time. Both parties can terminate this contract at any time without notice. Remaining credit to the participants upon termination of the contract will be paid out according to the fee schedule. Warranties: Ntractive gives no warranty, express or implied, for any and all services and products provided. Payments: The first commission payment is made approximately 90 days after the date of sale and are paid monthly after the 90 day waiting period. Limitation of Liability: IN NO EVENT WILL NTRACTIVE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS OR ROYALTIES, OR LOSS OF BUSINESS OPPORTUNITY, ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, REGARDLESS OF THE FORM OF ACTION, AND IRRESPECTIVE OF WHETHER THE PARTY HAS ADVISED OR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. NTRACTIVE'S CUMULATIVE LIABILITY TO AFFILIATE, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO AFFILIATE BY NTRACTIVE IN COMMISSIONS DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM. Indemnifications: The Affiliate irrevocably covenants, promises and agrees to indemnify, defend and to hold harmless Ntractive and its subsidiaries, affiliates, Affiliates and licensors, and their respective directors, officers, employees, owners and agents harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, arising from any and all claims and lawsuits for copyright, slander, libel, and trademark violation as well as all other claims resulting from member's web pages. If any Affiliate violates or refuses to take part in their responsibilities, or commits fraudulent activity against us, Ntractive reserves the right to withhold payment and take appropriate legal action to cover its damages. Changes to Agreement: Ntractive reserves the right to change any conditions of this contract at any time. Change notices are sent to the Affiliate by email, and the Affiliates are responsible for complying with any changes to the contract within 10 calendar days from the date of change. Failure of the Affiliate to terminate the Agreement within those 10 calendar days will constitute acceptance of the changes to this contract.

# Authorized Signature

\_\_\_\_\_ (Initial) As owner/executive of this company and having authority to make this decision, I agree with the contents of this agreement and its terms and conditions and will participate in the Ntractive Affiliate Program

\_\_\_\_\_  
Affiliate Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiliate Printed Name

\_\_\_\_\_  
Affiliate Company Name

\_\_\_\_\_  
Ntractive Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ntractive Employee Printed Name

\*When completed, please sign and fax/email to Ntractive.  
Fax: 1 (701) 738-4899, Email: [partners@ntractive.com](mailto:partners@ntractive.com)