

Affiliate Program Terms of Agreement

hrinmotion.com

It is Our Sincere Intent and Promise to you to be fair and to treat you with Respect! You are very important to us. We simply ask the same consideration of you. We have written the following affiliate agreement with you in mind as well as protecting our company's good name.

If you have any questions, please don't hesitate in letting us know. We are strong believers in straight-forward and honest communication.

This Agreement contains the terms and conditions that apply to an individual or entity's participation in the hrinmotion.com on-line Affiliate Program. As used in this Agreement, "we" means hrinmotion.com, and "you" means the participant.

Enrollment Process:

To begin the enrollment process, you will submit a complete Affiliate Application form. We will evaluate your application in good faith and will notify you of your acceptance or rejection, usually within 48 hours. (you can re-apply at any time). We may reject your application if we determine, in our sole discretion, that your site is unsuitable for the Program. Unsuitable sites include, for example, sites that:

- Promote sexually explicit materials.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Promote illegal activities or violate intellectual property rights.
- Violate HRinmotion's [privacy policy](#)
- Or from applicants who we prefer not to be associated with.

Order Processing, Policies and Pricing

We will be responsible for all process transactions placed by customers who follow the Links or Banners from your website to HRinmotion's site(s). We reserve the right to reject any order that does not comply with our requirements. Customers who purchase products through this Program will be deemed to be customers of hrinmotion.com. We will be solely responsible for all aspects of order processing and fulfillment, ad sales, payment processing, cancellations, adjustments and related customer service. We will track the volume and amount of sales generated by your website and will make unaudited reports summarizing this sales activity available to you through a password-protected page. You will be able to review your sales statistics on a daily basis. We may change our policies and procedures at anytime and prices and availability may vary.

The maintenance and updating of your website will be your responsibility. Because you are a member of our Affiliate Program and information is updated often, it will be necessary for you to update your website on a regular basis to permit accurate tracking, reporting and fee accrual via the Links between your website and HRinmotion.

Referral Fee

We will pay commissions on orders that are placed on a click through from your site, For a sale to be eligible to earn a commission, the customer must follow a Special HRinmotion Link from your site to our site, accept a "cookie" storing your Affiliate ID, make a purchase on our site while that cookie is in place, and remit full payment to us. When the customer makes a purchase, our site will look for a cookie on the customer's computer to track that customer to an Affiliate ID. We will pay you a commission only if the customer is tracked to your Affiliate ID in this manner. You agree that no commission will be paid if the customer cannot be tracked by this method. Commission will only be paid after an order is fully processed and paid.

You will earn 30% on all referral sales of the total qualifying revenue, which excludes costs for shipping, handling, returns and bad debt. Payment will be sent out quarterly, unless the total of the commissions is more than \$100.00 in one month, in which case the payment will be sent out within 10 days of the following month.

All commission payments will be made in Canadian funds. Commissions will be paid via PayPal unless special arrangements are made for affiliates who do not have access to these services

Terms of the Agreement

Subject to the HRinmotion's acceptance of your registration and your compliance with the terms and conditions of this Agreement, the Term of this Agreement will begin upon the acceptance of your Affiliate application and your placement of our banner or textual link on your site and will end when terminated by either party. Either party may terminate this Agreement at any time by providing the other party with written notice of termination. You are only eligible to earn commission fees during the Term of the Agreement. The Company reserves the right to deny any Affiliate application.

Limitation of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Furthermore, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to you under this Agreement.

Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. Neither party shall be liable to fulfill its obligations hereunder, or for delays in performance, due to causes beyond its reasonable control, including, but not limited to, acts of God, acts or omissions of civil or military authority, fires, strikes, floods, epidemics, riots or acts of war.

Miscellaneous

This Agreement will be governed by the laws of Canada and the Province of British Columbia. Any action relating to this Agreement must be brought in the federal or provincial courts located in Vancouver, British Columbia and you consent irrevocably to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our 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. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.