



Cruzio Consultant Referral Program Terms of Use

877 Cedar Street, Suite 150
Santa Cruz, CA 95060
t. 831-459-6301 f. 831-460-2839
www.cruzio.com

CRUZIO CONSULTANT REFERRAL PROGRAM TERMS OF USE

Agreement to terms of Cruzio Internet Master Services Agreement also required.

1. Referral fee shall be calculated as either:

a. Two per cent (2%) per month of the net value of services sold by Cruzio as a direct result of a referral, regardless of the value of the resulting sales of goods or services by Cruzio.

OR

b. A flat fee of fifty per cent (50%) of the MRC per service referred, regardless of the value of the resulting sales of goods or services by Cruzio.

2. Upon reconciliation of referral fees due, the Agent shall issue an invoice to Cruzio and payment shall be effected within thirty (30) days of submission of said invoice.

3. Placement of advertisements and referral methods for Cruzio are at the sole discretion of the Agent. However, in order to solicit sales, the Agents shall not make promises or issue any warranty either expressed or implied pertaining to the services offered by Cruzio unless authorized in writing by Cruzio to do so.

4. The Agent may make use of Cruzio's trademarks for the sole purpose of promoting Cruzio's goods or services. Any such use shall be in accordance with Cruzio's trademark policies. It is expressly understood that this referral agreement does not grant the Agent any interest in Cruzio's trademarks or any other intellectual property rights.

5. The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this referral agreement and at no time may the Agent position itself as affiliated to Cruzio, except as an independent referrer. In view of this independent relationship the Agent shall not enter into any agreements on behalf of Cruzio, shall make no warranty either expressed or implied on behalf of Cruzio and shall not incur any expenses on behalf of Cruzio.

6. This referral agreement does not grant exclusive rights to the Agent to act as referrer on behalf of Cruzio and the Agent shall have no rights under any other agreements entered into by Cruzio with other Agents.

7. The Agent agrees not to disclose any confidential information pertaining to Cruzio's goods or services nor that of prospective or existing customers to any third party. The Agent may do follow-up enquiries with its referred customers to confirm their purchase and to gather feedback about their experience with Cruzio's services as supplied.

8. Either party may terminate this referral agreement at any time by giving the other party ten (10) days prior written notice. Cruzio may terminate agreement immediately if Agent violates these terms, or Cruzio general Terms of Use. Upon termination by either party all outstanding referral fees due to the Agent at that time shall be settled in full within thirty (30) days.



Cruzio
Internet

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9. Each party shall indemnify, defend and hold the other party (and any other relation to the other party) harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this agreement.

10. This agreement constitutes the whole agreement between the parties and any alteration must be in writing and signed by both parties.

Customer Name/Company Representative (PRINT)

Signature & Date