

PREAMBLE

These terms and conditions (the "Agreement"), together with the schedules attached, and any amendments to those schedules, governs your participation as a member (the "Affiliate") of the CPA Affiliates Network Affiliate Network (the "Program"). The Affiliate covenants and agrees to be bound by this Agreement, and the schedules attached, as amended by CPA Affiliates Network Company ("CPA Affiliates Network") from time to time.

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1. DEFINITIONS

1.1 "Client" means a client of CPA Affiliates Network.

1.2 "Offer" means a promotional offer published by CPA Affiliates Network on the Program Site, in an electronic mail or both, setting out an advertising offer on behalf of a Client and containing such additional terms and conditions as the Client and CPA Affiliates Network, in their discretion, consider necessary from time to time.

1.3 "CPA Affiliates Network Policies" means:

(a) the [CPA Affiliates Network Electronic Mail Policy](#),

(b) the [CPA Affiliates Network Downloadable Software Policy](#), and

(c) the [CPA Affiliates Network Acceptable Use Policy](#) as amended or replaced, from time to time, and published on the Program Site.

1.4 "Program Site" means the website for the Program operated by CPA Affiliates Network and situated at <http://www.cpaaffiliatesnetwork.com>

1.5 "Sub-Affiliate" means an independent third party contracted by the Affiliate.

2. THE PROGRAM

2.1 CPA Affiliates Network will permit the Affiliate to participate in the Program, subject to compliance with the terms and conditions in this Agreement and in any policies established by CPA Affiliates Network, from time to time, and incorporated by reference in this Agreement.

2.2 The Affiliate will be issued a unique username and password to access the Program Site, neither of which may be used by any person other than the Affiliate.

2.3 The Affiliate may engage Sub-Affiliates to distribute Offers in accordance with the Program, provided that:

(a) The Affiliate has written approval from a CPA Affiliates Network Representative to contract Sub-Affiliates;

(b) A verifiable name, address and telephone number for each Sub-Affiliate is delivered to CPA Affiliates Network immediately upon request

(c) The proposed Sub-Affiliate agrees, in form satisfactory to CPA Affiliates Network, to abide by paragraph 2.8, 3.3, Sections 5.4, 6, 7, 8, 9, 10, 11, 12, 13 and 15 of this Agreement and the CPA Affiliates Network Policies collectively, the "Sub-Affiliate Provisions"), as amended from time to time; and

(d) At no time will the Affiliate engage a Sub-Affiliate who, in the opinion of CPA Affiliates Network is likely to bring the reputation or standing of CPA Affiliates Network into disrepute or is otherwise unsuitable.

2.4 Any breach by a Sub-Affiliate of the Sub-Affiliate Provisions will be deemed to be a breach of this Agreement by the Affiliate.

2.5 It is expressly agreed that the parties intend by this Agreement to establish a relationship between CPA Affiliates Network and the Affiliate, but that it is not the intention of either party to undertake a joint venture or to make the Affiliate in any sense an agent, employee, or partner of CPA Affiliates Network. The parties expressly agree that they are independent contractors, and that this Agreement does not in any way create a partnership as contemplated by the [Partnership Act, R.S.B.C. 1996, c.348](#), nor have the parties granted to each other any right or authority to assume or create any obligation of responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner whatsoever.

2.6 It is further agreed that the Affiliate has no authority to create or assume in CPA Affiliates Network' name or on its behalf any obligation, express or implied, or to act or purport to act as its agent or representative for any purpose whatsoever and the Affiliate shall not hold itself out as having any such authority.

2.7 CPA Affiliates Network may, in its sole discretion, confirm or otherwise verify or check, the truth and accuracy of any registration information provided by Affiliate. If at any time CPA Affiliates Network, in its sole judgment and discretion, determines the Affiliate's registration information to be misleading, inaccurate or untruthful, CPA Affiliates Network may restrict, deny or terminate Affiliate's account, Affiliate's access and use of, and/or any benefits derived from Affiliate's participation in the Program; CPA Affiliates Network may also withhold payment of any commissions and/or other fees that may be or become due or payable to Affiliate.

2.8 Affiliate will be solely responsible for the development, operation, and maintenance of the Affiliate website and for all materials that appear on the Affiliate website. Such responsibilities include, but are not limited to, the technical operation of the Affiliate website and all related equipment; creating and posting product reviews, descriptions, and references on the Affiliate website and linking those descriptions to the Program Site; the accuracy and propriety of materials posted on the Affiliate website; and ensuring that materials posted on the Affiliate website do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. CPA Affiliates Network disclaims all liability and responsibility for such matters.

2.9 Other than as provided in this Section 2, Affiliate may not sublease, rent, lease, sell, resell, outsource or service any Offer, and any attempt to do so shall be null and void.

3. OFFER

3.1 Offers will be posted to the Program Site.

3.2 CPA Affiliates Network grants the Affiliate a limited, non-exclusive, non-transferable right to download Offers from the Program Site and to publish the same on the Affiliate's websites and in electronic mail correspondence sent by the Affiliate, all of which must be done in accordance with this Agreement, the CPA Affiliates Network Policies, as amended from time to time, and the additional terms and conditions affixed to each of the said Offers.

3.3 The Affiliate agrees not to modify, alter, misrepresent or embellish the Offer or any part of the Offer including without limitation any text or images provided by or on behalf of CPA Affiliates Network or the Client in any way, directly or indirectly, without the express prior written consent of CPA Affiliates Network.

4. COMPENSATION

4.1 CPA Affiliates Network will pay to the Affiliate a commission (the "Commission"), calculated in accordance with the payment terms outlined in each Offer posted by CPA Affiliates Network on the Program Site.

4.2 Commissions will be paid to the Affiliate only following receipt by CPA Affiliates Network of payment from the Client in respect of such Offer published in the Program online reporting system. CPA Affiliates Network may, in its sole discretion and from time to time, elect to advance to the Affiliate part or all of the Commissions prior to receipt of payment from the Client, but in no event will CPA Affiliates Network be obligated to do so.

4.3 The Affiliate acknowledges and agrees that payment of Commissions may be delayed where the Affiliate has not provided CPA Affiliates Network with current particulars in accordance with paragraph 6.2(m) of this Agreement and that in no case will CPA Affiliates Network be liable to the Affiliate for any loss, costs or expenses directly or indirectly incurred by the Affiliate as the result of such delay.

4.4 In no circumstance will CPA Affiliates Network be obligated to pay Commissions to an Affiliate unless and until the aggregate amount of the Commissions due and payable to that Affiliate exceeds \$25.00, or such greater amount established by the Affiliate, from time to time.

4.5 Commissions due and payable by CPA Affiliates Network to an Affiliate will not accrue interest.

4.6 Payments to an Affiliate in accordance with this Section will be based upon the records kept by CPA Affiliates Network and reported in CPA Affiliates Network's online reporting system and audited by the Clients, from time to time.

5. FRAUD

5.1 If CPA Affiliates Network determines, in its sole discretion, that the Affiliate or Sub-Affiliate has engaged in any activity that CPA Affiliates Network considers to be fraudulent or which might bring the reputation or standing of CPA Affiliates Network into disrepute either with the general public or with the Clients or potential Clients of CPA Affiliates Network, or otherwise that the Affiliate or Sub-Affiliate has engaged in activities which might be considered fraudulent, CPA Affiliates Network may but will not be obligated to

(a) Suspend or terminate the Affiliate's membership in the Program, without notice and

(b) Release to any third party, information relating to the identity and location of the Affiliate if required to do so in order to enforce these terms and conditions.

5.2 In the event of a suspension or termination in accordance with paragraph 5.1 above, any Commission due and payable to the Affiliate in accordance with Section 4 at the time of suspension or termination will be deemed to be forfeited.

5.3 For the purposes of this Agreement, fraudulent activity includes but is in no way limited to:

- (a) Activity by the Affiliate or anyone for whom in law the Affiliate is responsible which is directly or indirectly intended to inflate the Commissions payable to the Affiliate;
- (b) The generation of leads other than by a mechanism approved by CPA Affiliates Network;
- (c) Activity by the Affiliate or anyone for whom in law the Affiliate is responsible which is not in accordance with the Program; and
- (d) Activity which is determined by the Client, in its discretion, to be fraudulent.

5.4 CPA Affiliates Network may at any time audit Affiliate for compliance purposes. Affiliate agrees to provide CPA Affiliates Network with any reasonable information necessary to conduct an investigation into Affiliate's compliance with law and this Agreement.

6. COVENANTS, REPRESENTATIONS AND WARRANTIES

6.1 The Affiliate represents and warrants that:

- (a) It has the authority and capacity to enter into and to be bound by this Agreement;
- (b) To the best of its knowledge, there are no existing, pending or threatened claims or actions pending against the Affiliate;
- (c) None of the Affiliate's websites contain false or deceptive advertising or any machine readable code including without limitation any virus, Trojan horse, work or other self-executing program;
- (d) It owns or has the legal right to use and distribute all content, copyrighted material, products, and services displayed on or through its website or websites and in its electronic mail; and
- (e) It is not now a party to any agreement or business relationship which may conflict with this Agreement.

6.2 The Affiliate covenants and agrees that:

- (a) It will, at all times, comply with all laws applicable in the jurisdiction where the Affiliate is situated and also where the Affiliate directly or indirectly conducts its business or markets an Offer;
- (b) It will not enter into any agreement or business relationship or otherwise incur any obligation which might, in the opinion of CPA Affiliates Network, conflict with this Agreement;
- (c) It will, at all times, comply with the terms of this Agreement, and the CPA Affiliates Network Policies, as updated, amended and replaced by CPA Affiliates Network, from time to time, in its sole discretion;
- (d) It will not, without the express written consent of CPA Affiliates Network, use or permit any person for who it is in law responsible to use any third-party trade-names or trade-marks;
- (e) It will not publish on any website or send in any electronic mail a universal resource locator or other link to any content or otherwise engage in or condone any practice, which, in the opinion of CPA Affiliates Network is deceitful, defamatory, libelous, abusive, violent, prejudicial, obscene, pornographic, likely to bring the reputation or standing of CPA Affiliates Network into disrepute, or which otherwise would be illegal;
- (f) It will at all times comply with the terms and conditions of any agreement or policy established by an Offer in which the Affiliate elects to participate;
- (g) It will at all times comply with the provisions of the [CAN-SPAM Act of 2003](#), as amended or replaced, from time to time;
- (h) It will not post any content relating to the Offer to any Usenet newsgroup, chat room, bulletin board or 'blog' (save and excepting a chat room, bulletin board or blog which is operated or primarily owned by the Affiliate) without the express written consent of CPA Affiliates Network;
- (i) It will be responsible for the development, operation and maintenance of its website or websites and electronic mail, including without limitation the technical operation thereof, the creation, publication and accuracy of any content published on any such website or websites or in any electronic mail;
- (j) It will not attempt in any way to alter, modify, eliminate, conceal or otherwise render inoperable or ineffective any tags, source codes, links, pixels, modules or other data provided by or obtained from CPA

Affiliates Network;

(k) It will not "frame" or "mirror" any part of any pages hosted by the Client unless expressly permitted by CPA Affiliates Network and the Client;

(l) It will not alter any website or electronic mail content provided by CPA Affiliates Network; and

(m) It will, at all times and from time to time provide CPA Affiliates Network with written confirmation of a valid address, telephone number, electronic mail address and such other identifying or financial information as CPA Affiliates Network may reasonably require.

7. INDEMNIFICATION

7.1 The Affiliate covenants and agrees to indemnify and save harmless CPA Affiliates Network, its parent company and their respective shareholders, directors, officers, and employees (collectively, the "Indemnified Group") from and against any and all claims or judgments, including all associated legal fees, expenses and disbursements actually incurred, arising out of any breach of this Agreement by the Affiliate or any Sub-Affiliate or the exercise by the Affiliate of any right under this Agreement or any act or omission of the Affiliate, a Sub-Affiliate or anyone for whom the Affiliate is in law responsible, including without limitation any damages, losses, consequential or otherwise, arising in any manner (including those arising from or incidental to any liability or other lawsuit, claim, demand or other action brought) as a consequence of any act or omission of the Affiliate or any person for whom the Affiliate is in law responsible, whether or not the Indemnified Group or any of them are named as a party defendant in any such proceedings and whether or not the Indemnified Group or any of them are alleged to be negligent or otherwise responsible for any damage or injury to persons or property. The obligation of the Affiliate to defend and indemnify as set out in this paragraph will survive termination of this Agreement for any reason and will not be otherwise limited by any other term or condition of this or any Agreement. CPA Affiliates Network may, at its election in its sole discretion, assume the exclusive defence and control of any matter otherwise subject to indemnification by Affiliate. CPA Affiliates Network may participate in the defence of all claims as to which it does not assume defence and control, and Affiliate shall not settle any such claim without CPA Affiliates Network' prior written consent.

8. DISCLOSURE OF INFORMATION

8.1 CPA Affiliates Network or its directors, may, from time to time, disclose to the Affiliate certain information relating to CPA Affiliates Network' business or to CPA Affiliates Network' customers, affiliates, subsidiaries, Affiliates, agents, or employees; business and marketing plans, strategies and methods which may not be standard industry practice or which are not generally known in the industry; or studies, charts, plans, tales or compilations of business and industrial information acquired or prepared by or on behalf of CPA Affiliates Network (all collectively referred to as the "Confidential Information"). The Affiliate acknowledges that Confidential Information will be provided at the sole discretion of CPA Affiliates Network, and nothing in this Agreement obligates CPA Affiliates Network, its directors, agents or employees to disclose or grant to the Affiliate access to any Confidential Information.

8.2 Unless expressly authorized in writing by CPA Affiliates Network, the Affiliate covenants and agrees:

(a) To use the Confidential Information only for the purposes expressly contemplated in this Agreement; and

(b) That no Confidential Information will be disclosed to any third party, affiliate, subsidiary, Sub-Affiliate, agent, or employee of the Affiliate without the prior written consent of CPA Affiliates Network, which may be unreasonably and arbitrarily withheld.

8.3 The Affiliate acknowledges that CPA Affiliates Network remains the sole and exclusive owner of all right, title and interest in and to the Confidential Information. The Affiliate agrees that the Confidential Information will not be copied or otherwise reproduced without the express prior written consent of CPA Affiliates Network.

8.4 Upon termination of this Agreement, or otherwise on demand by CPA Affiliates Network, the Affiliate agrees that it will promptly deliver to CPA Affiliates Network all notes, data, tapes, reference items, sketches, drawings, memoranda, records, diskettes, electronic communications in any form and any other materials in any way relating to any of the Confidential Information in the possession of the Affiliate or any affiliate, subsidiary, Sub-Affiliate, agent, or employee of the Affiliate.

8.5 The Affiliate acknowledges and agrees that:

(a) The provisions of this Section and the Affiliate's agreement with the same are of the essence and constitute a material inducement to CPA Affiliates Network to enter into this Agreement;

(b) The provisions of this Section shall be construed independently of any other provision of this Agreement, and the existence of any claim or cause of action the Affiliate may have against CPA Affiliates Network, whether predicated on this Agreement or otherwise, shall not constitute a defence to the enforcement by CPA Affiliates Network of the provisions of this Section;

(c) That any breach of this Section would cause irreparable harm to CPA Affiliates Network for which damages might not be an adequate remedy, and the Affiliate therefore agrees that in the event of any such breach CPA Affiliates Network will be entitled to seek, in addition to any other right accruing to CPA Affiliates Network under this Agreement or otherwise in law or equity, injunctive relief against the Affiliate without the necessity of proving actual damages; and

(d) Notwithstanding any other provision of this Agreement, this Section shall survive the termination of this Agreement, however caused.

8.6 The Affiliate agrees to indemnify and save harmless CPA Affiliates Network against any and all loss, costs or expenses, inclusive of court costs and legal fees on a solicitor and own client basis, which CPA Affiliates Network may incur as the direct or indirect result of any unauthorized disclosure of the Confidential Information by the Affiliate or any person for whom the Affiliate is responsible, in law.

9. SALE OF BUSINESS; DEATH OF AFFILIATE

9.1 Sale Of Business

(a) CPA Affiliates Network recognizes that an Affiliate may wish to sell his / her /its Affiliate business to a third party. CPA Affiliates Network requires an Affiliate to recognize and respect that the personal qualities, probity and background of CPA Affiliates Network affiliates is vital to CPA Affiliates Network's decision to accept a person as an Affiliate of the Affiliate Program.

(b) If an Affiliate wishes to sell or otherwise dispose of the shares or assets of his / her / its Affiliate business to a third party (or conclude any transaction of a similar nature with a third party that will result in an effective change in control of his / her / its Affiliate business) the Affiliate shall be required, prior to completing the sale, disposal or transfer to:

(i) Give CPA Affiliates Network no less than 30 (thirty) days prior written notice of such intention, simultaneously provide such details as CPA Affiliates Network may request (which shall include, but not be limited to), the selling Affiliates Affiliate ID and full details of the intending purchaser (including their banking details and, if they are already an Affiliate of the Affiliate Program, their Affiliate ID) and furnish CPA Affiliates Network with an irrevocable consent and authority to pay the selling Affiliates Commission, after the sale is completed, to the purchaser.

(ii) Make the deed of sale subject to the suspensive condition that CPA Affiliates Network approve such purchaser as an Affiliate of the Affiliate Program and that such intended purchaser shall, subject to CPA Affiliates Network approval (at CPA Affiliates Network sole discretion) join the Affiliate Program.

(iii) If CPA Affiliates Network rejects the intended purchaser as an Affiliate of the Affiliate Program and the selling Affiliate nevertheless decides to proceed with the sale, CPA Affiliates Network shall terminate this agreement insofar as it relates to the selling Affiliate, the business sold and / or the purchaser.

9.2 Death Of Affiliate

(a) In the event of an Affiliates death, CPA Affiliates Network shall require that the executor of the deceased Affiliates estate (or similarly charged person) furnishes CPA Affiliates Network with certified copies of their authority to act on the deceased Affiliates estates behalf, the deceased Affiliates death certificate and proof of the deceased Affiliates beneficiaries identities.

(b) The Affiliate hereby agrees that CPA Affiliates Network shall be obliged to pay his / her estate and / or beneficiaries:

(i) Only once CPA Affiliates Network has received the information required in clause 9.2.a above; and

(ii) Any sums that may have accrued to the deceased Affiliate as Commission prior to his / her death (or would otherwise accrue thereafter) for a period of 12 (twelve) months after his / her death. The Affiliate hereby waives (on his / her behalf and on behalf of his / her estate, heirs, beneficiaries, successors or assigns) any rights that he / she (or they) may have to any further sums of money and / or Commission under this Agreement.

10. NON-COMPETITION

10.1 During the term of this Agreement and for a period of six (6) months thereafter, the Affiliate will not seek, in any way, to undermine the goodwill of CPA Affiliates Network, and in particular, the Affiliate will not, directly or indirectly:

(1) Solicit or entice or attempt to solicit or entice, work away from CPA Affiliates Network;

(2) Solicit or entice or attempt to solicit or entice any of the employees of CPA Affiliates Network to enter into employment service with the Affiliate or a competitor of CPA Affiliates Network; or

(3) Directly or indirectly enter into any agreement or contract, written or otherwise, with any Client or otherwise provide services to any third party for the ultimate benefit of a Client which might, in the opinion of CPA Affiliates Network, compete with any services provided by CPA Affiliates Network to that Client.

11. DISCLAIMER AND LIMITATION OF LIABILITY

11.1 CPA Affiliates Network disclaims all warranties, conditions, representations, indemnities and guarantees with respect to any matter, whether express or implied (including without limitation any warranty of profitability, satisfactory quality, merchantability, fitness for any particular purpose, title and non-infringement).

11.2 Notwithstanding any other provision of this Agreement, CPA Affiliates Network additionally disclaims all obligations and liabilities on the part of CPA Affiliates Network and those for whom it is in law responsible for any damages, including, but not limited to, indirect, special, and consequential damages, attorneys' and experts' fees, and court costs (even if CPA Affiliates Network has been advised of the possibility of such damages, fees or costs), arising out of or in connection with this Agreement.

11.3 In no circumstance will CPA Affiliates Network be liable to the Affiliate for any consequential, indirect, special, punitive or incidental damages or lost profits of the Affiliate or the Affiliate's successors or assigns (including without limitation claims for loss of goodwill, use of or reliance on the services provided hereunder, stoppage of other work or impairment of other assets) arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise. Without limiting the foregoing, CPA Affiliates Network will not be liable for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power

failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, actions or inaction of Affiliate or third parties, Affiliate's equipment or software and/or any third party equipment or any other condition affecting production or delivery in any manner beyond the control of CPA Affiliates Network.

12. NON-CIRCUMVENTION

12.1 During the term of this Agreement and for a period of eighteen (18) months thereafter, regardless of the reason for termination, Affiliate agrees that it will not knowingly, directly or indirectly, solicit, engage, contract, license, or work with any client whose offer it or any of its Sub-Affiliates marketed hereunder without the prior written approval by an authorized party at CPA Affiliates Network. Affiliate agrees and understands that CPA Affiliates Network has incurred significant expense forming CPA Affiliates Network' affiliate network and in providing services for the benefit of its Clients, and Affiliate agrees and understands that in the event of a breach by Affiliate of this section, Affiliate SHALL pay CPA Affiliates Network as liquidated damages an amount equal to CPA Affiliates Network' profits for the preceding EIGHTEEN (18) months generated by the campaigns for such Client. The liquidated damage remedies provided herein in this section shall not preclude CPA Affiliates Network from seeking injunctive relief.

13. TERMINATION

13.1 CPA Affiliates Network may terminate this Agreement, at any time, on six (6) hours Notice to the Affiliate. The Affiliate may terminate this Agreement, at any time, on forty-eight (48) hours Notice to CPA Affiliates Network.

13.2 Notwithstanding termination of this Agreement for any reason, the Affiliate covenants and agrees that it will continue to be bound by the terms and conditions set out in Sections 5, 7, 8, 11, 12 and 14.1 of this Agreement.

14. GENERAL

14.1 The Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of Spain. The Affiliate agrees to the exclusive jurisdiction of the Supreme Court of Spain with respect to any dispute arising as a direct or indirect consequence of this Agreement.

14.2 CPA Affiliates Network may assign this Agreement without the Affiliate's prior consent. The Affiliate may not assign this Agreement without the express written consent of CPA Affiliates Network.

14.3 From time to time, CPA Affiliates Network may amend, supplement or replace this Agreement or the CPA Affiliates Network Policies in part or in whole, on Notice to the Affiliate of not less than five (5) business days. If within five (5) days following Notice of such amendment, supplement or replacement the Affiliate has not terminated this Agreement, the Affiliate will be deemed to have consented to the same.

14.4 Any notice or other communication ("Notice") permitted or required by this Agreement will be in writing and given by personal delivery or transmitted by facsimile or electronic mail to the receiving party at the address provided to CPA Affiliates Network by Affiliate in its CPA Affiliates Network Program account. Any such Notice will be deemed to have been received on the date on which it was transmitted by facsimile or electronic mail or delivered.

14.5 No term or condition of this Agreement will be deemed waived and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by both parties.

14.6 In the event that any term, covenant or condition of this Agreement is declared indefinite, invalid,

illegal or unenforceable by a court having jurisdiction then this Agreement with respect to the remaining terms, covenants or conditions will continue in force.

14.7 This Agreement will inure to the benefit of and be binding upon the respective successors, heirs and assigns of both CPA Affiliates Network and the Affiliate.

14.8 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement, supersedes any previous or contemporaneous representations, negotiations, understandings, and agreements, oral or written.

15. MONEY LAUNDERING

15.1 The Affiliate may not directly or indirectly benefit from, or be a party to, any money laundering or related illegal activities.

15.2 It is recorded that some jurisdictions in which CPA Affiliates Network operates have strict laws on money laundering that may impose an obligation upon CPA Affiliates Network to report the Affiliate to the federal or local authorities within such jurisdictions if CPA Affiliates Network know, suspect or have reason to suspect that any transactions in which the Affiliate are directly or indirectly involved, amongst other things, involve funds derived from illegal activities or are intended to conceal funds derived from illegal activities or involve the use of the Affiliate Program or CPA Affiliates Network's Merchants to facilitate criminal activity.

15.3 If CPA Affiliates Network has any knowledge or suspicion envisaged above it may:

(a) Immediately suspend, deregister or terminate the Affiliates membership of the Affiliate Program; and/or

(b) Report the Affiliate to the aforementioned federal or local authorities should CPA Affiliates Network, at its absolute discretion, determine that it is obliged, by law, to do so.