

# Affiliate Program Agreement Template

This Affiliate Program Agreement describes the terms and conditions for participation in the **[Company Name] and [Name of Affiliate Program]**. As an authorized affiliate of **[Company Name]**, you agree to abide by the terms and conditions contained in this Affiliate Program Agreement (the “Agreement”). Please read the entire Agreement carefully before signing up as an affiliate and promoting our products and services.

For purposes of this Agreement, the term “You” refers to the individual or legal entity who applies for and is accepted into the Affiliate Program. The term “Owner” or “We” or “Us” refers to the sponsor of the Affiliate Program. The term “the Owner’s website” refers to the website that the Owner maintains at **[ENTER WEBSITE ADDRESS]**.

Throughout the course of this Agreement, the Owner and You may each be referred to as a (“Party” or collectively as the “Parties”).

By registering as an affiliate, you represent and warrant to us that you have also read and understand our Privacy Policy and agree to the terms set forth therein.

## **AFFILIATE PROGRAM REGISTRATION**

To register for the Affiliate Program, you must complete and submit to us an Affiliate Program Application Form. The Affiliate Program Application Form is included on our website and can be completed and submitted through our website. The cookie period for your affiliate links is set to **[ENTER DAYS SUCH AS 30, 60, 90, 180]**, which means if someone clicks on your affiliate link and purchases during this time period, you will still receive the affiliate commission.

## **APPROVAL OR REJECTION OF AFFILIATE PROGRAM APPLICATION**

The Owner reserves the right to approve or reject ANY Affiliate Program Application in its sole and absolute discretion. You will have no legal recourse against the Owner for the rejection of the Affiliate Program Application.

## **REASONS FOR REJECTION**

Without limiting the right to reject any application for any reason whatsoever in the Owner’s absolute discretion, your application will be rejected if it is not complete or if your website contains images or content that is not acceptable to Owner or is inconsistent with the image that the Owner wishes to create in association with its website, or if your website contains any illegal, immoral, repulsive, defamatory, derogatory, harassing, harmful, threatening, obscene, vulgar, pornographic, racial



or ethnic objectionable materials, depicts sexual situations, promotes discrimination on the basis of race, sex, sexual preference, national origin, ethnicity, nationality, disability, religious preference, or if your site contains any material that appears to Owner to violate any patent, trademark, copyright, trade secret, confidential information, or other property rights of any other party.

## **TERMINATION AFTER ACCEPTANCE**

Even after the Owner has accepted you as an Affiliate Program member, the Owner reserves the absolute right to rescind or terminate your affiliate status for any reason in its sole and absolute discretion, including but not limited to the reasons set forth above. If your affiliate account is inactive for more than **[ENTER DAYS SUCH AS 90 OR 180]** days, then the Owner reserves the absolute right to deactivate your affiliate account and terminate your affiliate status with its program.

## **FINANCIAL RESPONSIBILITIES**

You will be fully responsible for all costs and expenses of maintaining and marketing the Affiliate Program, including but not limited to all costs associated with the creations, hosting, modification, and improvements to your website, costs of search engine placement and other Internet marketing, costs of inserting the Owner's links into its website, offline marketing costs, postage costs, and all other costs and expenses, and you hereby hold the Owner harmless from or against the same.

## **NO REPRESENTATIONS REGARDING INCOME POTENTIAL**

The Owner makes no representations and warranties regarding potential income that may result from participation in this Affiliate Program and specifically disclaims any and all warranties relative to earning potential from your affiliate status.

## **RESPONSIBILITY TO LINK TO THE OWNER'S SITE**

As an affiliate for our program, you will have the obligation to place links on your site or social media platforms directing users to the Owner's site. The Owner will make available to you button links or text links, and/or banner advertisements to be placed on your website or social media platforms, which will direct users to Owner's website via hypertext link. As a Program Affiliate, you are given a limited-term license, during the term of active participation as a Program Affiliate, to utilize the Owner's logo images provided to you.

The Owner makes available to its Affiliates, links, banners, and/or other information advertising its site to be used subject to the terms of this Agreement. These materials will contain its trademarks and other proprietary property. You may display these materials on your website and social media platforms for the purpose



of promoting the Owner's site and participating in this Affiliate Program. If you discontinue the Affiliate Program or if your participation is terminated for any reason, you will immediately cease using these materials and will delete all such materials from your website, computer, and social media platform or anywhere else you have shared or stored this information. You will cooperate with the Owner in the establishment and placement of links on your website.

You will only be permitted to use the links that the Owner provided to you on the website that you designate in the Affiliate Program Application. Any additional websites or entities will require additional submissions of Affiliate Program Applications and approval by the Owner.

You will not modify the links or other materials that the Owner provided to you. You consent to the Owner monitoring your website to determine continued compliance with this Agreement.

You consent to the Owner including information relative to traffic from your site in the Owner reports. This information may be provided to outside parties.

You may not place links to the Owner's website or website content in newsgroups, message boards, unsolicited email and other types of spam, banner networks, counters, chat rooms, guest books, IRC channels or through similar Internet resources.

## **ANTI-SPAM POLICY**

The Owner strictly forbids the use of unsolicited commercial email (UCE) or SPAM campaigns. The Owner maintains a Zero-Tolerance policy against SPAM, be it direct, third party or any affiliate (You) or similar agent acting on your behalf. As such, the Owner reserves the right to terminate any violating affiliate account or any part thereof, without notice or compensation.

If you are found to be involved in a SPAM/UCE campaign, including flooding newsgroups, distributing messages that do not want the information or any other abuse contravening UCE legislation will be met as follows:

- a. Your account will be closed immediately, without the burden of notice or compensation.
- b. A US \$500.00 administration fee will be incurred against you **[THIS IS OPTIONAL – KEEP OR DELETE]**
- c. Our Privacy Policy becomes forfeit, and all pertinent information will be provided to any investigating authorities or anti-Spam organizations.



- d. You will be held accountable for any monetary damages suffered by the Owner, sustained through contravention of this Affiliate Program Agreement. This will include, but not limited to punitive damages related to lost clients and brand deterioration.

## **CUSTOMER SERVICE**

The Owner will be responsible for handling all customer inquiries, product orders, customer billing and collection, product shipment relative to customers that enter the Owner's site through the links from your site. Pricing of the Owner products and services is totally within its discretion and the Owner reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advanced notice to you or users accessing the Owner's site. The Owner's only responsibility to you in this regard is to track customer orders that occur through your affiliate links and make reports to you of the commissions due to you as a result thereof. All such reports shall be un-audited. The Owner will have no obligation to provide you with any specific information relative to any customer, regardless of whether they access the Owner's site through your affiliate links.

The Owner is not responsible for the failure to assign any sale or commissions to you if the same results from the improper formatting of your affiliate links. You should assure at all times that your affiliate link is appropriately formatted and report any problems that you may have with the same to the Owner immediately.

## **COMPENSATION**

Commissions will be paid to you based upon a percentage of sales made to users who access the Owner's site through your affiliate links. You will receive **ENTER PERCENTAGE** of the revenue as a commission on sales made through your affiliate links.

The Owner reserves the right to change and amend the commission rate structure at any time, in the Owner's sole discretion. Commissions will be calculated based upon the gross sales price, but not including any shipping and handling (if applicable), sales tax, special service fees such as gift wrapping or packaging, late charges, collection costs, imports/export duties, and any other payment made to the Owner that is not the purchase price for the product that is purchased. Commissions will not be calculated based upon amounts that are attributable to credit card fraud, credits given to customers, bad debt right-off and returned goods. The Owner reserve the right to deduct in subsequent months for any commission that the Owner paid that is for a product that is subsequently returned or refunded,



or for any other reason if the previous monthly commission was overpaid or later subject to reduction.

Commissions will only be paid on sales that are tracked through the Owner's online tracking system and indicate your affiliate link as the source. There is no right to commissions if a user later returns to the Owner's site and makes a purchase through another link or source other than your affiliate link. You have no right to commissions based upon subsequent sales, even if the customer first arrived at the Owner's site through your affiliate link.

You are not entitled to receive any commissions for your own purchases through your affiliate links. Your affiliate links should be used to promote our products and/or services to third parties.

The Owner will pay commission only upon collection by the Owner. You have no right to commissions until the applicable customer has paid the Owner in full. Only purchases that are made through the Owner's online ordering process will count towards commission calculations. For example, if a customer visits the Owner's website through your affiliate link and instead of placing an online order, calls and places an order via telephone or email, you will have no right to any commission from that sale.

Commissions will be paid to you on a monthly basis on or about the **[ENTER DAY]** of the subsequent month for amounts received by the Owner during the previous month. The Owner does not guarantee an exact date of calculation of commissions or payments. All payments will be made via PayPal to you as provided by you in your Affiliate Program Application **[OR ENTER OTHER METHODS OF PAYMENT SUCH AS CHECK, DIRECT DEPOSIT]**. The Owner does not send payment if the total commission due to you is not at least **[ENTER MINIMUM PAYMENT AMOUNT]**. Amounts below **[amount]** will accrue to your account and payment will be made for the month when your total commissions achieve the minimum **[amount]**. The Owner reserves the right to amend the minimum commission payment amount at any time.

## **CUSTOMERS' PROVENANCE**

All parties who make purchases through the Owner's website, regardless of whether they may have reached its website through your affiliate link, are deemed to be the Owner's customers and not your customers relative to the Owner's products and services. The Owner will have the right to contact these customers and send future marketing offers to them. You will have no right to commissions on subsequent purchases that may be made by these customers, except for subsequent purchases that may be traced at the time of purchase through your affiliate links. Additionally, all such customers and purchases will be subject to the Owner policies, procedures, rules and regulations and you have no right or authority to amend or offer any



different offers relative to the purchase of products from the Owner's website. The Owner, however, reserves the right to amend any of its terms, conditions, policies, procedures, pricing, payment policies, collection policies, and all other items relative to the Owner's business and sale of products at any time in its sole discretion.

## **TRADEMARKS AND COPYRIGHTS**

You will have a non-exclusive, limited-term license to use the trademarks, logos, and copyrighted material that the Owner provided to you for use solely for the purpose of promoting Owner's products and services as part of the affiliate program. You may only use the images that the Owner specifically makes available to you. You may not distribute, reproduce, modify, amend, these images in any way. You may use these images only for the purposes of promoting the Owner's website and products on your website and/or social media platforms in compliance with the Affiliate Program policies and procedures and the terms of this Agreement. The license so granted is subject to complete compliance with all terms and conditions of this Agreement and any policies the Owner may create and amend from time to time regarding the Affiliate Program.

You will only use such items in the form, size, content, and appearance that the Owner provided them to you. You are not permitted to modify them. You agree to display these items prominently on your website. These items may only be used if they contain a hypertext link to the Owner's website. This license shall immediately terminate upon the termination from the Affiliate Program. The Owner may also terminate this license upon notice to you in the event that your use of these items is contrary to or does not conform with its standards, such standards to be determined in its sole and absolute discretion. You agree that the Owner retains all right, title, and interest in and to all such materials. The Owner will retain all goodwill and other value associated with any of these materials. You will not gain any trademark, copyright, or other proprietary rights to such materials. You agree not to take any action that is contrary to or inconsistent with the Owner's rights to these materials. You will not use these materials in any way that is damaging, defamatory, disparaging, derogatory, or negative to the Owner or that paints the Owner in a false or negative light. The Owner may revoke the limited license granted to you hereunder at any time. Upon termination or revocation, you will immediately cease from any use of this material.

You are not permitted to use any other proprietary materials, including but not limited to trademarks, copyrights, logos, text, and any other materials that belong to the Owner or to any other party and which may appear on the Owner's website.

You grant to the Owner a non-exclusive right and license to use your trademarks, trade names, service marks, business names, web page titles, slogans, logos, and



copyrighted materials for the purposes of promoting, advertising, announcing, or marketing your participation in the Owner Affiliate Program. You represent and warrant to the Owner that no other party has any rights in and to any of these materials and that these materials do not infringe upon or otherwise interfere with the rights of any other party. You represent and warrant to be the absolute, sole, and exclusive owner of all such materials and the owner of all trademark rights, copyrights, and other proprietary rights in and to the same. You represent to have the right, power, and authority to license said materials to the Owner as aforesaid and that you are not under any legal or contractual limitation on the right to so license these materials. The Owner has no obligation to announce, advertise, market, or promote your participation in the Owner Affiliate Program, but reserves the right to do the same at its sole discretion.

## **PRODUCT AVAILABILITY**

The Owner cannot guarantee product availability or the term of any price or special promotion or offer.

## **RESPONSIBILITIES**

You are responsible for all matters pertaining to your own website including its development, maintenance, operation and placing of affiliate links on your site in compliance with the terms of the Affiliate Program. You are completely responsible for all items that appear on your site and for assuring that such items do not infringe upon or violate the rights of any other party. The Owner is not responsible for any matter pertaining to your site or the content thereof and you hold the Owner harmless and indemnify the Owner from any and all claims, suits, threats, demands, liabilities, actions, causes of action related in any way to your website and business. Such indemnity includes the Owner costs and attorney fees in defending any such matter. You represent and warrant to the Owner that its site does not and will not contain any materials that are illegal and that your site is not operated for an illegal purpose or in an illegal manner.

## **REPRESENTATIONS AND WARRANTIES**

You hereby represent and warrant to the Owner to have the complete power and authority to enter into this Agreement and that this Agreement constitutes a valid and legally enforceable agreement. The entry of this Agreement has been duly and validly authorized by all necessary corporate or other organizational actions and approvals. The entry of this Agreement is not prohibited by the terms of any document, is not contrary to any law, rule, or regulations, and is not in violation of any court or administrative order.

Initials: \_\_\_\_\_ / \_\_\_\_\_



## **TERM**

The effectiveness of this Agreement shall not commence until your Affiliate Program Application is accepted by the Owner. The effectiveness hereof and binding effect shall occur upon the Owner's acceptance of your Affiliate Program Application. This Agreement shall remain in full force and effect until terminated by you or by the Owner. Either the Owner or you may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination in compliance with this Agreement. Notices sent hereunder shall be via email to you at the Email address indicated in your Affiliate Program Application. Any and all notices to you via email at such address shall be deemed to be effective notice to you for all purposes.

## **TERMINATION**

You will forfeit all right to receive past commissions that may have accrued to you if this Agreement is terminated as a result of your failure to comply with the terms of this Agreement or any policies and procedures of Affiliate Program that may be established and amended by the Owner in its discretion from time to time. If this Agreement is terminated for any other reason, you will have a right to receive its accrued commissions through the effective date of termination; provided, that if your total commissions due hereunder meet the minimum payment requirements set as part of this Agreement. The Owner has the right to withhold final commission payments for sufficient time in order to assure that the amount paid to you is accurate and not subject to later adjustment for returns or any other reason. If following final payment, the Owner determines that the amount of commissions that you were paid was too high, as a result of subsequent returns or any other adjustment or reason, the differential shall be a debt from you to the Owner and the Owner shall have all legal right to receive a refund of such overpaid commission from you.

## **MODIFICATIONS**

The Owner reserves the right in its sole and absolute discretion, to modify any terms and conditions of the Affiliate Program and the terms and conditions of this Agreement upon notice to you. Notice of any changes may be given via email to you or by posting such changes in the Affiliate Program sections of the Owner's website. Such changes and modifications will take effect upon transmission of email or posting on the Owner's website. You should check for updates to this Agreement periodically. You may terminate participation in the Affiliate Program in the event that any of these modifications are unacceptable to you and such termination shall be your sole and exclusive remedy. In the event that you continue to participate in the Affiliate Program following such modifications, your continued participation shall be deemed as an acceptance of any and all such changes.

Initials: \_\_\_\_\_ / \_\_\_\_\_





## LIMITATION OF LIABILITIES

**THE OWNER HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY RELATED TO ANY DOWNTIME OR FAILURE FOR USERS TO BE ABLE TO ACCESS ITS WEBSITE OR TO ACCESS ITS WEBSITE USING THE LINK FROM THE YOU'S WEBSITE. FURTHERMORE, THE OWNER SHALL NOT BE RESPONSIBLE FOR AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATED TO ITS WEBSITE, THE AFFILIATE PROGRAM, YOUR PARTICIPATION IN THE AFFILIATE PROGRAM, YOUR ABILITY TO MAKE ANY COMMISSIONS OR OTHERWISE PROFIT THROUGH PARTICIPATION IN THIS AFFILIATE PROGRAM, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY, NON-INFRINGEMENT, OR ANY CLAIM MADE BASED UPON THE OWNER'S COURSE OF DEALING OR USAGE OF TRADE. THE OWNER DOES NOT REPRESENT OR WARRANT THAT ITS WEBSITE OR ANY APPLICATION, INCLUDING BUT NOT LIMITED TO ITS LINK TRACKING FEATURES, WILL BE ERROR FREE OR THAT THEY WILL FUNCTION WITHOUT INTERRUPTION.**

**THE OWNER SHALL NOT BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES OR LIABILITIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, LOSS PROFITS, LOST BUSINESS OPPORTUNITY OR ANY OTHER DAMAGES; REGARDLESS OF WHETHER THE OWNER WAS OR HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND TOOK NO ACTION TO PREVENT THE SAME.**

Without limiting the foregoing, the Owner's total liability for any damages arising hereunder shall never exceed the total commissions paid and payable by the Owner pursuant to the terms hereof.

## CONFIDENTIALITY

In the event that any information is disclosed to you through your participation in the Affiliate Program related in any way to the Owner's company and business which the Owner deems to be confidential and proprietary, you agrees to hold such information in the strictest of confidence and not to disclose such information to any other party or to use any such information for your own purposes. Confidential information will include any information regarding the Owner changes or modifications to this Agreement or this Affiliate Program (which the Owner shall have no obligation to make) or any special treatment that you may receive (which the Owner reserves the right to provide in its sole discretion to any affiliate). Confidential information shall also include any and all information related to the Owner's business, business plans, marketing plans, user statistics, financial information, pricing, profits, membership information, affiliations, sales information, and all other information, which the Owner considers to be confidential and proprietary.

Initials: \_\_\_\_\_ / \_\_\_\_\_



## INDEMNIFICATION

You hereby indemnify and holds the Owner, and all of the Owner stockholders, officers, directors, employees, contractors, affiliates, agents, successors and assigns harmless from and against any and all claims, liabilities, damages, actions, causes of action, suits, threats, demands, settlements, including all costs and attorney fees related thereto, that the Owner may incur and which are based in whole or in part upon your participation in the Affiliate Program, any claims that any of the your trademarks and other proprietary material infringe upon the rights of any other party, your breach of any term, covenants, condition, representation or warranty contained in this Agreement or any policies of participation in the Affiliate Program, or any claim related directly or indirectly to your use, operation or the content of your website.

## GOVERNING LAW

This Agreement shall be interpreted under the laws of the [State/Province] of [COUNTRY]. Any and all legal actions relative hereto shall be in the courts of [State/Province] of [COUNTRY].

## RELATIONSHIP OF THE PARTIES

The parties hereto are independent contractors, and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint venturers, shareholders, employer/employee, agent/servant. You have no power or authority to bind the Owner to any obligation, agreement, debt, or liability. You shall not hold itself out as an agent or representative of the Owner.

Owner shall not withhold any sums from you for social security or other federal, state, or local tax liabilities or contributions and all such withholdings, liabilities, and contributions shall be solely your responsibility. You are responsible for tracking your affiliate income for tax purposes and reporting it on your tax return.

## LEGAL COMPLIANCE AND DISCLOSURES

You must give proper legal disclosures under the Federal Trade Commission (FTC) clearly disclosing your connection with the Owner for the products and services you promote. Your statements and publications shall always reflect your honest and truthful opinions and experiences. You are required to give mandatory FTC disclosures with all your affiliate links whether shared on your website or social media platforms. You agree to comply with all the FTC legal requirements as part of your participation in our affiliate program.



## **NOTICES**

Notices to the Owner and you shall be by email addressed to the Email address that you provided to the Owner in your Affiliate Program Application or and you can provide notices or contact the Owner by sending an email at **[ENTER YOUR CONTACT EMAIL ADDRESS HERE]**

## **ASSIGNMENT**

This Agreement is only for the benefit of the party that you list in the Affiliate Program Application. You shall have no right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

## **ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, understandings, agreements, representations, warranties, or covenants between the parties related to the subject matter hereof. This Agreement may only be amended by a writing signed by the authorized representative of each of the parties, except as otherwise set forth herein. Any waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent or other breach or default and shall not serve to modify the agreements set forth herein.

If any provision or term of this Agreement is held to be invalid for any reason, it shall not affect the enforceability of the remainder of this Agreement or any other term or condition of this Agreement.

## **ELECTRONIC SIGNATURES**

This Agreement is an electronic contract with full force and effect of a handwritten signature. By participating in our Affiliate Program, you fully accept our terms and conditions set forth in this Agreement.

Initials: \_\_\_\_\_ / \_\_\_\_\_

