

AFFILIATE AGREEMENT

Effective Date:

Primary Website:

AGREEMENT

This Affiliate Agreement (the "Agreement") is entered into by and between _____, a _____, with its principal place of business at _____ (hereinafter referred to as the "Company," "we," "us," or "our"), and _____ (hereinafter referred to as the "Affiliate," "you," or "your").

This Agreement sets forth the terms and conditions governing the Affiliate's participation in the Company's affiliate program and establishes the legal relationship between the parties.

By entering into this Agreement or participating in the Affiliate Program, you acknowledge that you have read, understood, and agree to be bound by all terms and conditions contained herein.

You are encouraged to review this Agreement carefully and seek independent legal advice if necessary, as the provisions of this Agreement affect your legal rights and obligations.

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) **"Company"** (also referred to as "we," "us," or "our") means _____, including its affiliates, subsidiaries, officers, directors, employees, agents, and representatives.
- (b) **"Affiliate"** (also referred to as "you" or "your") means _____, the individual or entity applying for or participating in the Affiliate Program.
- (c) **"Parties"** means collectively the Company and the Affiliate, and each individually may be referred to as a "Party."
- (d) **"Affiliate Program"** means the Company's marketing and referral program described in this Agreement, under which Affiliates may promote the Company's products or services and earn commissions.
- (e) **"Affiliate Application"** means the application submitted by the Affiliate to participate in the Affiliate Program, including all required information and documentation.
- (f) **"Website"** means the Company's primary website located at _____, as well as any related domains or subdomains operated by the Company.

2. ASSENT AND ACCEPTANCE

By submitting an Affiliate Application or otherwise participating in the Affiliate Program, you represent and warrant that you have read, understood, and agree to be bound by this Agreement.

If you do not agree to the terms of this Agreement, you must not apply to or participate in the Affiliate Program.

This Agreement incorporates by reference all applicable policies and legal documents posted on the Company's Website, including but not limited to the Terms of Service, Privacy Policy, and any End-User License Agreements, as may be updated from time to time.

3. ELIGIBILITY

You represent and warrant that:

- (a) You are at least eighteen (18) years of age;
- (b) You have the legal capacity and authority to enter into this Agreement;
- (c) Your participation in the Affiliate Program does not violate any applicable laws or agreements.

The Company shall not be liable for any misrepresentation of eligibility, including age.

4. ENROLLMENT IN THE AFFILIATE PROGRAM

To enroll in the Affiliate Program, you must submit an Affiliate Application through the following link:

Submission of an application does not guarantee acceptance into the Affiliate Program.

The Company reserves the sole and absolute discretion to:

- (d) Approve or reject any application;
- (e) Request additional information or documentation;
- (f) Revoke approval at any time, with or without cause.

If your application is rejected, the Company is not obligated to provide any explanation, and you may not reapply unless expressly permitted by the Company.

If your application is accepted, your participation in the Affiliate Program shall be subject to all terms and conditions of this Agreement.

5. NON-EXCLUSIVITY

Nothing in this Agreement shall be construed to create an exclusive relationship between the Parties.

The Affiliate is free to participate in other affiliate or marketing programs, including those of competitors, unless otherwise agreed in writing.

The Company reserves the right to engage with other affiliates, partners, or third parties at its sole discretion.

6. AFFILIATE PROGRAM

Upon acceptance into the Affiliate Program, you agree to promptly establish and maintain your account, including providing accurate and complete payment information and account details necessary for the Company to process payments (e.g., bank account or authorized payment platform).

The following description of the Affiliate Program is provided for general informational purposes only and is subject to the terms and conditions of this Agreement.

The Company will provide you with one or more unique tracking links (each, a "Link") associated with specific products or services offered by the Company. Each Link will be uniquely assigned to you and used to identify traffic and activity generated through your promotional efforts.

You agree to:

- (a) Use only Links provided or expressly approved by the Company;
- (b) Promote such Links in compliance with this Agreement;
- (c) Display Links solely on the websites, platforms, or media channels identified in your Affiliate Application (collectively, the "Affiliate Site");
- (d) Fully cooperate with the Company in connection with the use and tracking of such Links.

The Company reserves the right to modify, replace, or deactivate any Link at any time, with or without notice.

You shall not:

- (a) Alter, obscure, or otherwise modify any Link;
- (b) Use Links on unapproved websites or platforms;
- (c) Engage in any deceptive, misleading, or unauthorized promotional practices.

Commission.

Subject to compliance with this Agreement, you shall be eligible to receive a commission for each **Qualified Click** generated through your Affiliate Link.

Commission Amount:

A "Qualified Click" means a click that:

- (a) Originates from a valid user through your properly formatted Link;
- (b) Is not generated by bots, scripts, or automated methods;
- (c) Is not fraudulent, misleading, or artificially incentivized;
- (d) Complies with all applicable terms of this Agreement.

The Company reserves the sole and absolute discretion to determine whether any click or activity qualifies for commission.

7. COMMISSION ELIGIBILITY AND QUALIFIED ACTIONS

The Company shall have the sole and absolute discretion to determine whether any activity qualifies for commission and whether any payout is due under this Agreement.

The Company reserves the right to reject, void, or reverse any clicks, leads, or sales that:

- (a) Do not comply with this Agreement;
- (b) Are fraudulent, artificial, or invalid;
- (c) Violate applicable laws or Company policies.

The Company shall be solely responsible for order processing, payment processing, cancellations, refunds, and customer service related to products or services.

The Company may provide the Affiliate with access to performance data through an online dashboard; however, such data is provided for informational purposes only and is subject to verification and adjustment.

Qualified Clicks

For purposes of this Agreement, a "Qualified Click" means a click that meets all of the following criteria:

- (a) Originates from a properly formatted and Company-approved Affiliate Link;
- (b) Is generated from an approved Affiliate Site as disclosed in the Affiliate Application;
- (c) Represents a genuine interaction by an individual user;
- (d) Is not generated by bots, scripts, automated tools, or fraudulent methods;
- (e) Complies with all terms of this Agreement and applicable laws.

The Company's determination of whether a click or action qualifies shall be final and binding.

8. PAYMENT TERMS

8.1 Payment Requirements

Payments shall only be issued if the Affiliate has provided:

- (a) Complete and accurate contact information;
- (b) Valid payment details;
- (c) Required tax documentation (including Form W-9 or W-8BEN, as applicable).

Failure to provide such information may result in delayed or withheld payments.

8.2 Payment Methods

The Company currently offers the following payment methods:

The Company reserves the right to modify available payment methods at any time upon notice.

8.3 Payment Schedule

Commissions shall be calculated and paid on the following basis:

Payments are issued only after the applicable earning period has ended and after verification of all qualifying activity.

8.4 Minimum Payment Threshold

Payments will only be issued once the Affiliate's accrued commissions meet or exceed the following minimum threshold:

Balances below the threshold will roll over to the next payment period.

8.5 Adjustments and Withholding

The Company reserves the right, in its sole and absolute discretion, to:

- (a) Adjust, withhold, or reverse commissions;
- (b) Offset amounts against future payments;
- (c) Delay payments pending investigation of suspicious activity.

8.6 Changes to Payment Information

The Affiliate is responsible for maintaining accurate and up-to-date payment and contact information. The Affiliate must promptly notify the Company of any changes.

The Company shall not be liable for payment errors resulting from inaccurate or outdated information provided by the Affiliate.

8.7 Payment Disputes

Any disputes regarding payments must be submitted in writing within _____ of the date of the applicable payment.

Failure to dispute within this period shall constitute a waiver of such claim.

9. REPORTING

The Affiliate may access performance reports through the Company's platform at:

All reporting data, including clicks, leads, and commissions, is:

- (a) Provided on a provisional basis;
- (b) Subject to audit, verification, and adjustment;
- (c) Not final until confirmed by the Company.

The Company shall have the final authority in determining all report data and commission calculations.

10. TERM, TERMINATION, AND SUSPENSION

10.1. Term

This Agreement shall commence upon the Company's acceptance of the Affiliate into the Affiliate Program and shall continue until terminated in accordance with this Section.

10.2. Termination

Either Party may terminate this Agreement at any time, with or without cause, upon notice to the other Party.

The Company reserves the right to:

- (a) Suspend or terminate the Affiliate's account immediately;
- (b) Withhold or revoke access to the Affiliate Program;
- (c) Disable Affiliate Links;

at any time, in its sole and absolute discretion.

10.3. Effect of Termination

Upon termination of this Agreement:

- (a) The Affiliate must immediately cease all use of Affiliate Links and Company materials;
- (b) All licenses granted under this Agreement shall terminate;
- (c) The Affiliate shall only be eligible to receive commissions for Qualified Actions occurring prior to termination, subject to verification and compliance.

10.4. Forfeiture

If the Affiliate breaches this Agreement or any applicable policies, the Company may, in its sole and absolute discretion:

- (a) Forfeit any unpaid or pending commissions;
- (b) Reverse previously credited commissions;
- (c) Terminate this Agreement immediately.

10.5. Survival

Any provisions which by their nature should survive termination shall remain in full force and effect, including but not limited to provisions relating to intellectual property, limitation of liability, indemnification, and dispute resolution.

11. INTELLECTUAL PROPERTY

11.1. Ownership

All rights, title, and interest in and to the Company's intellectual property, including but not limited to trademarks, copyrights, trade names, service marks, trade secrets, and proprietary technology (collectively, "Company IP"), shall remain the sole and exclusive property of the Company.

11.2. License Grant

Subject to the terms of this Agreement, the Company grants the Affiliate a limited, non-exclusive, non-transferable, revocable license to:

- (a) Access the Company's Website;
- (b) Use Company IP solely for the purpose of promoting the Company's products or services through approved Affiliate Links.

11.3. Restrictions

The Affiliate shall not, without prior written consent of the Company:

- (a) Modify, copy, or create derivative works of the Company IP;
- (b) Use Company IP in domain names, social media handles, or paid advertising;
- (c) Use Company IP in any manner that may cause confusion, deception, or misrepresentation.

11.4. Revocation

The Company may revoke the license granted herein at any time, with or without cause.

11.5. Enforcement

Unauthorized use of Company IP constitutes infringement and may result in legal action, including claims for damages, injunctive relief, and recovery of legal fees to the fullest extent permitted by law.

11.6. Affiliate License

The Affiliate grants the Company a non-exclusive, royalty-free license to use the Affiliate's name, trademarks, and branding solely for purposes of administering and promoting the Affiliate Program.

12. MODIFICATIONS

The Company reserves the right to modify or update this Agreement at any time, in its sole discretion.

Any modifications shall become effective immediately upon posting on the Website or upon notice to the Affiliate by reasonable means, including email.

Continued participation in the Affiliate Program following such modifications constitutes acceptance of the updated Agreement.

If the Affiliate does not agree to any modification, the Affiliate must terminate participation in the Affiliate Program.

12.1. Validity

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

12.2. Monitoring

The Affiliate is responsible for periodically reviewing this Agreement and remaining informed of any updates.

13. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, franchise, or employment relationship between the Parties.

The Affiliate is an independent contractor and shall have no authority to bind or act on behalf of the Company in any manner.

14. ACCEPTABLE USE

The Affiliate agrees not to use the Affiliate Program, the Company's services, or any related materials for any unlawful, fraudulent, or prohibited purpose.

The Affiliate further agrees not to engage in any activity that may harm, disrupt, or impair the Company's business, reputation, systems, or users.

Without limiting the foregoing, the Affiliate shall not:

- (a) Violate any applicable laws, regulations, or third-party rights;
- (b) Infringe upon or misappropriate any intellectual property rights of the Company or any third party;
- (c) Transmit, distribute, or upload any viruses, malware, or other harmful code;
- (d) Engage in fraud, deceptive practices, or misrepresentation;
- (e) Participate in or promote any unlawful gambling, sweepstakes, pyramid schemes, or similar activities;
- (f) Publish, distribute, or promote any content that is defamatory, obscene, or otherwise unlawful;
- (g) Publish or distribute content that promotes violence, hatred, or discrimination;
- (h) Collect, store, or use personal data in violation of applicable privacy laws.

The Company reserves the right, in its sole and absolute discretion, to determine whether any conduct violates this Section.

15. AFFILIATE OBLIGATIONS AND REGULATORY COMPLIANCE

15.1. General Obligations

The Affiliate is solely responsible for:

- (a) The operation, maintenance, and content of the Affiliate Site;
- (b) Ensuring the accuracy, legality, and appropriateness of all promotional materials;

- (c) Compliance with all applicable laws and regulations.

The Affiliate shall ensure that its activities do not infringe any third-party rights, including intellectual property rights.

15.2. Monitoring and Enforcement

The Company reserves the right to monitor the Affiliate's activities, including traffic, clicks, and conversions.

If the Company determines, in its sole and absolute discretion, that the Affiliate is in violation of this Agreement, the Company may:

- (a) Suspend or terminate the Affiliate's participation immediately;
- (b) Withhold or forfeit commissions;
- (c) Take any other action deemed appropriate.

15.3. FTC Compliance and Disclosures

The Affiliate agrees to comply with all applicable advertising and marketing laws, including the guidelines of the .

The Affiliate must clearly and conspicuously disclose the affiliate relationship to users.

An example disclosure (which may be modified, provided it remains clear, conspicuous, and compliant with FTC guidelines):

"

"

Failure to provide adequate disclosure may result in immediate termination from the Affiliate Program.

15.4. Data Privacy and Security

The Affiliate agrees to comply with all applicable data protection and privacy laws, including but not limited to:

- (a) U.S. federal and state privacy laws;
- (b) The General Data Protection Regulation (GDPR), where applicable;
- (c) Any other relevant data protection regulations.

The Affiliate shall implement appropriate technical and organizational measures to protect personal data.

The Affiliate further agrees to:

- (a) Respond to data subject requests as required by law;
- (b) Cooperate with the Company regarding compliance obligations.

15.5. Breach

Failure to comply with this Section constitutes a material breach of this Agreement and may result in immediate termination and forfeiture of commissions.

16. REVERSE ENGINEERING AND SECURITY

The Affiliate shall not:

- (a) Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying structure of any software, systems, or services provided by the Company;
- (b) Attempt to gain unauthorized access to any systems, networks, or data of the Company;
- (c) Circumvent or attempt to circumvent any security measures, encryption, or authentication mechanisms;
- (d) Engage in data mining, scraping, or similar activities without prior written consent;
- (e) Interfere with or disrupt the integrity or performance of the Company's systems or services.

Any violation of this Section may result in immediate termination and potential legal action.

17. DATA LOSS AND SECURITY

The Company does not guarantee the security or integrity of any data, content, or information transmitted through or stored in connection with the Affiliate Program.

The Affiliate acknowledges and agrees that participation in the Affiliate Program is at the Affiliate's sole risk.

The Company shall not be liable for any loss, corruption, or unauthorized access to data, including but not limited to account information, content, or performance data.

18. INDEMNIFICATION

The Affiliate agrees to indemnify, defend, and hold harmless the Company and its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) The Affiliate's participation in the Affiliate Program;
- (b) Any breach of this Agreement;
- (c) Any violation of applicable laws or regulations;
- (d) Any infringement or alleged infringement of intellectual property or other rights of any third party.

The Company reserves the right to assume exclusive defense and control of any matter subject to indemnification.

19. FORCE MAJEURE

The Company shall not be liable for any failure or delay in performance under this Agreement due to events beyond its reasonable control, including but not limited to:

- (a) Acts of God;
- (b) Natural disasters;
- (c) War, terrorism, or civil unrest;
- (d) Government actions or orders;
- (e) Internet or infrastructure failures.

20. SERVICE INTERRUPTIONS

The Company may, from time to time, suspend or interrupt access to the Affiliate Program for maintenance, upgrades, or emergency purposes.

The Affiliate acknowledges that access may be interrupted or unavailable due to scheduled or unscheduled downtime.

The Company shall not be liable for any losses, damages, or interruptions resulting from such downtime.

21. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AFFILIATE PROGRAM AND ALL RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO:

- (a) WARRANTIES OF MERCHANTABILITY;
- (b) FITNESS FOR A PARTICULAR PURPOSE;
- (c) NON-INFRINGEMENT;
- (d) ACCURACY OR RELIABILITY OF DATA.

The Company does not warrant that:

- (a) The Affiliate Program will be uninterrupted, secure, or error-free;
- (b) Any results or earnings will be achieved;
- (c) Any defects will be corrected.

22. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

The Company shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to:

- (a) Loss of profits;
- (b) Loss of revenue;
- (c) Loss of data;
- (d) Business interruption.

In no event shall the Company's total liability arising out of or relating to this Agreement exceed:

This limitation applies regardless of the legal theory, including contract, tort, negligence, strict liability, or otherwise.

23. GOVERNING LAW AND DISPUTE RESOLUTION

23.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of: _____, without regard to conflict of law principles.

23.2. Venue

Any legal action shall be brought exclusively in the state or federal courts located in:

The Parties hereby consent to the jurisdiction of such courts and waive any objections to venue.

23.3. Arbitration

At the Company's discretion, disputes may be resolved through binding arbitration.

Arbitration shall:

- (a) Be conducted in:
- (b) Be administered by a recognized arbitration body (e.g., AAA)
- (c) Be conducted by a single arbitrator

The arbitrator shall not:

- (a) Award punitive damages;
- (b) Certify class actions;
- (c) Modify this Agreement.

Each Party shall bear its own costs and fees.

The Parties waive any right to a jury trial.

Notwithstanding the foregoing, the Company may seek injunctive relief in court for intellectual property violations.

24. GENERAL PROVISIONS

24.1. Language

This Agreement shall be governed and interpreted in the English language.

24.2. Assignment

The Affiliate may not assign or transfer this Agreement without prior written consent of the Company.

The Company may assign this Agreement at its sole discretion.

24.3. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

24.4. No Waiver

Failure by the Company to enforce any provision shall not constitute a waiver of such provision or any other provision.

24.5. Headings

Section headings are for convenience only and shall not affect interpretation.

24.6. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings.

24.7. Electronic Communications

The Parties agree that electronic communications, including email, shall be legally binding.

Contact Email:

25. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY:

By:

Name:

Title:

Date:

AFFILIATE:

Signature:

Date:

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