AFFILIATE AGREEMENT

This Affiliate Agreement (this "Agreement") takes effect on _____, 20____ (the "Effective Date").

Merchant (runs the affiliate program and pays commissions): _____, mailing address _____.

Affiliate (publisher, creator or website owner): _____, mailing address _____.

1. PROGRAM AND APPOINTMENT

Products or services promoted (the "Products"): _____.

The Merchant appoints the Affiliate as a non-exclusive affiliate to promote the Products through unique tracking links ("Tracking Links"). Approved channels (check all that apply): [ ] website or blog; [ ] social media; [ ] video or livestreams; [ ] podcast; [ ] coupon or deal site. Affiliate websites and accounts: _____.

The Affiliate may not make promises, accept orders, offer prices or sign anything for the Merchant.

2. TRACKING AND COMMISSIONS

The Affiliate earns credit for a transaction completed within _____ days after a customer clicks its Tracking Link (the "Attribution Window"), as recorded by the Merchant's tracking system (_____). If two affiliates referred the same customer, credit goes to the [ ] last [ ] first click.

Commission (check all that apply): [ ] _____% of the net sale amount, or $_____, for each sale (net of taxes, shipping, discounts and refunds); [ ] the same commission on subscription renewals for _____ months; [ ] $_____ for each qualified lead, meaning _____; [ ] $_____ for each first app install opened at least once.

The Merchant may change rates or the Attribution Window on _____ days' written notice, for later clicks only. The Affiliate may end this Agreement instead of accepting a change.

3. REVERSALS AND PAYMENT

A commission is earned only after its transaction stands for _____ days without a cancellation, return, refund or chargeback. Fraudulent transactions or those from forbidden methods may be reversed at any time and recovered from later payments.

The Merchant will pay earned commissions [ ] monthly [ ] quarterly, within _____ days after each period ends, with a statement, by [ ] bank transfer [ ] PayPal [ ] check [ ] the tracking platform. Minimum payout: $_____; smaller balances roll over. The Affiliate provides tax forms on request and pays its own taxes.

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4. PROMOTION STANDARDS AND DISCLOSURES

The Affiliate will not make false or misleading claims, use cookie stuffing or forced clicks, generate fake traffic, buy through its own links, place links in unlawful or adult content or content directed to children under 13, send spam, or pose as the Merchant.

Paid search (check one): [ ] no bidding on the Merchant's brand names or variations; [ ] no paid search at all; [ ] only with written approval. Other limits: [ ] only coupon codes issued to the Affiliate; [ ] no rewards for clicks or purchases; [ ] no sub-affiliates.

Email (check one): [ ] not allowed; [ ] allowed only to people who opted in, in compliance with the CAN-SPAM Act (15 U.S.C. § 7701 and following), including accurate headers and subject lines, ad identification, a working unsubscribe link, a postal address and honoring opt-outs within 10 business days, and after removing addresses on the Merchant's suppression list.

The Affiliate will clearly and conspicuously disclose its paid relationship with the Merchant, close to each recommendation or link and in plain words, as the FTC Endorsement Guides require (16 C.F.R. § 255.5). Preferred wording: _____. The Affiliate will correct or remove content within 2 business days after the Merchant's request.

5. MARKS, DATA AND CONFIDENTIALITY

The Merchant grants a limited, non-exclusive, revocable license to use its names, logos and materials only to promote the Products. The Affiliate may use (check one): [ ] only materials the Merchant provides; [ ] its own content following brand rules; [ ] its own content approved by the Merchant in advance. The Affiliate will not register domains or handles containing the Merchant's marks.

Customer information belongs to the Merchant. Each party follows privacy laws, and the Affiliate discloses its use of tracking links in a privacy notice. Each party keeps the other's non-public information confidential during the Term and for two years after.

6. RISK

The Affiliate is an independent contractor. Each party indemnifies the other for third-party claims caused by its own content, products, marks, breach or violation of law. NEITHER PARTY IS LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES. EACH PARTY'S TOTAL LIABILITY IS LIMITED TO $_____ (leave blank for no cap), except for indemnity, confidentiality, fraud, forbidden methods and unpaid commissions. THE MERCHANT DOES NOT PROMISE ANY LEVEL OF EARNINGS.

7. TERM AND TERMINATION

This Agreement lasts (check one): [ ] until either party ends it; [ ] _____ months. Either party may end it on _____ days' written notice, or for an uncured material breach _____ days after notice. The Merchant may end it at once for fraud or forbidden methods.

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After it ends, commissions are earned (check one): [ ] only for transactions completed before the end date; [ ] also for transactions within the Attribution Window from earlier clicks. Recurring commissions [ ] stop [ ] continue for their remaining period. The Affiliate removes the Merchant's marks and links within 10 days.

8. GOVERNING LAW AND GENERAL TERMS

The laws of the State of _____ govern this Agreement. Disputes will be resolved (check one): [ ] in the courts of _____ County; [ ] by mediation, then court; [ ] by binding arbitration.

This Agreement is the complete agreement of the parties and, apart from rate changes on notice, can be changed only in a signed writing. The Affiliate may not assign it without consent. If any part is unenforceable, the rest stays in effect. This Agreement may be signed in counterparts and electronically. Date signed: _____.

Additional terms: _____

SIGNATURES

Merchant

Signature: _____ Date: _____

Printed Name: _____

Affiliate

Signature: _____ Date: _____

Printed Name: _____

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