

\_\_\_\_\_ (insert legal name of corporation) **AFFILIATE AGREEMENT**

Please read this Agreement carefully and completely before applying to become an affiliate of \_\_\_\_\_ (insert legal name of corporation) (the "Company"). Clicking on the "AGREE" button below will indicate your acceptance of the terms and conditions contained in this Agreement. The Company has the right, in its sole discretion, to modify any of the terms and conditions contained in this Agreement at any time by posting a notice of change, together with a revised agreement on this web site. If you continue to participate in our affiliation program following the posting of a notice of change and revised agreement, you will be deemed to have accepted the revisions to the agreement.

For interpretation of this contract, the use of words indicating the singular number shall include the plural and vice versa, and the use of words indicating the masculine gender include the feminine and neuter genders and vice versa. If you are entering into this Agreement on behalf of a company or organisation, the words "you", "your" and "yourself" where used herein shall refer to the company or organisation you represent and its employees, agents, directors, officers and representatives who are involved in any way in the Company Affiliate Program.

### **1. Scope of Agreement**

By completing and submitting the Affiliate Program application form and clicking the "AGREE" button below, you are entering into a legal agreement with the Company which governs the terms of your participation in the Company Affiliate Program. Through your affiliation with the Company, you are also entering into a third party agreement with \_\_\_\_\_ (insert legal name of party) (the "Administrator"), the Company Affiliate Program administrator, and will be entered into the Administrator's network of merchants and affiliates.

### **2. Definitions**

- "Company Marks" means any of the trademarks, service marks, trade names, designs, logos, images and/or other proprietary names or marks owned by and used by the Company.
- "Company Site" means any website owned, maintained or controlled from time to time by or on behalf of the Company and any entity controlled by or under common control with the Company.
- "Click-through" means when a user of Your Website (other than the website owner, webmaster, or an employee or agent of the website owner) clicks on a Link which leads the user to a page on the Company Site.
- "Link" means a URL hyperlinked to text, a graphic, a search field or another information object on Your Website, and includes a text link or a banner.
- "Term" means the term of this Agreement as defined in Section 9 hereof.
- "Your Website" means the website maintained by you as indicated on your Affiliate Program application form under "Site URL".

### **3. Enrolment in Affiliate Program**

3.1 To enrol in the Company Affiliate Program, you must submit a completed Affiliate Program application via the Company Site at \_\_\_\_\_ (insert website address URL) or through the Administrator's website at \_\_\_\_\_ (insert website address URL). The Company and the Administrator will review your application and will notify you within \_\_\_\_\_ (insert number) days to advise you whether your application has been accepted or rejected. The Company or the Administrator may reject your application if they determine that Your Website is unsuitable for the Affiliate Program for any reason. If your application is rejected, you may reapply at any time, and your resubmitted application will be reviewed and considered.

3.2 By submitting the Affiliate Program application form, you acknowledge that you have evaluated independently the desirability of participating in the Company Affiliate Program and are not relying on any guarantee or statement other than any contained in this Agreement.

**4. Company's Rights and Responsibilities**

4.1 The Company will provide you with graphical and textual Links that will enable users of Your Website to click through to the Company Site, as set forth in more detail in Section 5 hereof. [description of any other items that Company will provide affiliate]

4.2 The Company is and, during the Term hereof, will remain solely responsible for the development, maintenance and operation of the Company Site.