

Affiliate Program Agreement

This agreement is a binding, legal contract between you, the Affiliate and our business, R&D Enterprises Group, LLC, hereinafter referred to as the Company. The Affiliate Program is administered through our Company pursuant to the policies at our Company Web site, as well as this agreement.

Commissions will be paid by Company as outlined on our Company Web site. Company reserves the right to change the price of Company's products and commission percentages for products without notice. Commissions are based on the percentage of sale in effect at the time of sale.

Affiliate is solely an Independent Contractor when acting as an Affiliate. No partnership, joint venture or other legal entity is created between Company and Affiliate.

Affiliate represents and warrants to Company, that Affiliate has read and understands the Company Policies that are set forth on our web site and agrees to the terms set forth therein.

Company reserves the right to amend this agreement as needed from time to time, and Affiliate agrees that any and all such amendments will apply to Affiliate. The continuation of Affiliate status, promoting or marketing the Company, Company products or services, or Affiliate's acceptance of income, shall constitute Affiliate's acceptance of this agreement and any and all amendments. Affiliate agrees to review this agreement for any changes or additions, monthly or at the beginning of each affiliate payout cycle, whichever is sooner. The date of the last change or addition to this agreement is posted at the end of this document.

All affiliates must be 18 years of age or older. If you are under 18 years of age you are not permitted to be an affiliate.

Affiliate agrees to receive e-mail from our Company, including but not limited to, sales reports, training, promotional resources, newsletters and other correspondence.

Affiliate agrees to only present Company, Company products and services as set forth in the official Company Website or Company marketing materials. Affiliate will make no claims regarding potential income, earnings, products, or services beyond what is stated at the official Company Website. Affiliate also agrees not to reproduce commission checks or distribute commission checks in any form or by any means.

Affiliate agrees not to disparage Company, Company products or services other Company Affiliates in any manner. Affiliate understands that disparagement may result in the immediate suspension or termination of Affiliate account with a cancellation of any pending commissions.

SPAM PROHIBITED

Company has zero tolerance toward any Affiliates associated with spam. The accounts of Affiliates associated with spam are immediately terminated as soon as the violation is verified, with a cancellation of any pending monies or commissions owed.

Company will immediately terminate any Affiliate account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk e-mail. Company will report spam, along with all the spammer's identifying information, to the Federal Trade Commission and other agencies for civil and criminal prosecution.

For the purpose of this agreement SPAM is defined as e-mailing ANYONE, in bulk or by single mailing, about Company, Company products or services, who has not specifically requested the information directly from Affiliate. Mailings to names or lists that have been purchased, including but not limited to so called co-reg lists, regardless of the opt-in procedures, are not permitted. Company considers ANY type of advertisement about Company, Company products or services, posted to a Newsgroup or Chat Room, in violation of their posting rules, to be spam.

Affiliate agrees to comply with all U.S. State and Federal spam laws, including but not limited to the Federal CAN-SPAM Act.

Because damages are often difficult to ascertain, if actual damages cannot be reasonably calculated then you as Affiliate agree to pay Company liquidated damages of \$500 for each piece of spam or unsolicited e-mail transmitted from or otherwise connected with your account, or actual damages, whichever is higher, to the extent such actual damages can be reasonably calculated.

PAYMENTS

All Affiliate payments will be made in U.S. dollars. If a sale is canceled or refunded, any paid commission will be deducted from a subsequent payment. Affiliate commissions will not be paid based upon amounts that are attributable to credit card fraud, credits given to customers, bad debt right-off and returned goods. Company reserves the right to deduct in subsequent months, any commission paid for a product or service that is subsequently returned or refunded, or for any reason where the previous monthly commission was overpaid or later subject to reduction.

Affiliate is solely responsible for ensuring that their Affiliate Link is set up properly to have sales tracked and recorded to qualify for commissions. Company is not responsible for the failure to assign any sale or commissions to Affiliate if the same results from the improper formatting of any affiliate links.

Company will only pay commissions on sales that are tracked through our tracking system and indicate Affiliate as the source of the visit to Company Web site. Affiliate has no right to commissions if a buyer later returns to the Company site through another Affiliate link or source and makes a purchase.

You have no right to commissions based upon subsequent sales, or where “cookies” are used, overwritten or deleted even where the customer first arrived at the Company site through your Affiliate link. Commissions will only be paid when the buyer makes a purchase on the same visit using your Affiliate link or with your “cookie” indicating you as the affiliate.

NO INCOME CLAIMS ARE MADE

Company makes no representations or warranties whatsoever, regarding potential income that may result from participation in Company's Affiliate Program and Company specifically disclaims any and all warranties in regards to Affiliate's earning potential.

Affiliate agrees to provide Company with a valid contact information upon registration.

Company will make every reasonable effort to accurately track and pay commissions for all sales that belong to or are credited to Affiliate. Company is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily interfere with, disrupt or diminish tracking or service.

Company shall not be held liable for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this Agreement or program, even where Company has been advised of the possibility of such damages. Company's total liability arising from this agreement or program shall not exceed the total commissions paid or payable by Company.

Company is responsible for handling all customer inquiries, fulfilling product orders, customer billing and collection of monies.

Company pricing of products and services is totally within Company discretion and Company 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 advance notice to Affiliate.

Our only responsibility to you in this regard is to track customer orders that occur through links from Affiliate and make reports of the commissions due as a result thereof. All such reports shall be un-audited.

CUSTOMER PRIVACY

To protect customer privacy, under Company's Privacy Policy, if deemed necessary Company reserves the right to withhold identifying customer contact information from

Affiliate. Company has no obligation to provide Affiliate with any specific information for any customer, regardless of whether said customer arrived at the Company Web site through an Affiliate link.

Company reserves all rights in or to its trademarks and servicemarks and copyrights, although they may be used by Affiliate in accordance with this agreement. Affiliate may in no way display a Company logo, image, or trademark which may be distasteful, defame, or misrepresent Company in any way.

PROHIBITED WEBSITES

Affiliate agrees not to misrepresent Company products or services. Affiliate also agrees not to advertise Company products or services on Web sites that promote sexually explicit material, violence, Warez or pirated materials, or sites that promote discrimination based on race, sex, religion, national origin, or physical disability or sites that promote illegal activities.

Company reserves the right to terminate your affiliate status for any reason in our sole and absolute discretion, including but not limited to the reasons set forth herein.

Company makes no warranties expressed or implied for the Affiliate Program except as outlined in this Agreement. Affiliate program is provided As Is.

Company and Affiliate reserve the right to terminate this agreement at any time, without notice. If terminated, outstanding commissions shall be paid in the next payment cycle, as long as the terms of this agreement were not violated by the Affiliate. Payment of the final commission payment to the Affiliate may be withheld for a reasonable time in order to ensure that the correct amount of monies due are paid.

Affiliate is solely and fully responsible for any and all costs and expenses Affiliate incurs in the marketing of the Company, Company products and services, and Affiliate agrees to hold Company harmless from same.

In the event that any provision of this Agreement is held to be invalid or unenforceable, said provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

The Company location is on the Web site and as an Affiliate you agree that this offering is made from the Company's location and shall be governed by the laws of the State where the Company is located, in the U.S.A..

This Agreement shall be governed by and construed in accordance with the laws of the State the Company is located in, without regard to its conflict of laws rules. Any legal action arising out of this Agreement shall be litigated and enforced under the laws of the State where the Company is located. In addition, you agree to submit to the jurisdiction of the courts of the State where the Company is located, and that any legal action pursued

by you shall be within the exclusive jurisdiction of the courts of the city and state where the company is located.

The Company obligations and Affiliate remedies are solely and exclusively as described and limited in this agreement and if applicable, on the Company's Web site affiliate information. Company liability, whether based on contract, tort, warranty, strict liability, or other legal claim, shall not exceed the price of the individual goods, products, services or commission owed, whose alleged defect or damage is the basis of the claim. In no event shall Company be liable for any loss of profits, loss of use, or other indirect, incidental, or consequential damage to Affiliate.

Company reserves all rights not expressly granted here.

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