Affiliate terms and conditions template

These are the agreed terms

1. Definitions

"Affiliate"	means a Visitor who joins our Affiliate programme direct from Your
"Affiliate Tools"	means any material in any medium supplied by us for use by you in promoting the
"Commission"	means the money paid by us to you under ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
"Commission Period"	means the period of time starting on the date a ■
"Confidential Information"	means all information about us. It includes among other things: information about our staff, their personal contact information, our businesses, methods of doing business, future plans, policies, suppliers and
	••.
"Content"	means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text,

"Goods"	means all of the goods offered for sale I I I I I I I I I I I I I I I I I I
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs,
"Level Two Commission"	means the overriding commission calculated as a percentage of the •••••••••••••••••••••••••••••••••••
OR	
"Level Two Commission"	means the overriding commission calculated as a fixed sum for each sale in respect of which • • • • • • • • • • • • • • • • • • •
"[Member / Customer]"	means a Visitor who pays us ••••••••••••••••••••••••••••••••••
"Our Website"	means any website of ours, and includes all
"Pay Day"	means the day each month by which we shall have
"Post"	means place on or into Our Website any Content or material • • • • • • • • • • • • • • • • • • •
"Reports"	means the reports automatically prepared on Our Website for the purpose of providing to •••••••••••••••••••••••••••••••••••
"Services"	means all of the services available from Our Website,

'Tagged Visitor"	means a Visitor who at any time is recorded by us as having reached Our Website directly by way of a link
'Visitor"	means anyone who visits Our Website.
'Your Website"	means the site on which you place one or more links to Our Website

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or 2.2. any agreement by any party not to do or omit to do something includes an obligation not to allow some 2.3. [except where stated otherwise,] any obligation of any person arising ■; 2.4. in this agreement references to a party include references to a person to whom those rights and obligations are transferred or pass as a result ---------2.5. 2.6. a reference to an act or regulation includes new law of substantially the in any indemnity, a reference to costs or expenses shall be construed 2.7. as including the estimated cost of management time of **E E E E E E E** ■■■■, [■■■■■■■■■■■€ 100 ■■■■■■]. 2.8. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this

		•		
3.	Enti	re agreement		
	3.1.	This agreement contains the entire agreement between the parties and supersedes all		
	3.2.	Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information		
	3.3.	As an exception to the last previous sub paragraphs, the parties do rely		
		[Enter list of other docs and dates • • • • • • • • • • • •].		
4.	Rela	Relationship of parties		
	4.1.	This agreement does not create a partnership or agency or the relationship of employer and employee, or other relationship between any		
	4.2.	Neither party shall have, nor represent that it has, any authority to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
5.	Арр	olicable values		
	5.1.	The Commission rate is 20%.		
	OR			
	5.2.	The Commission rate on [product or • • • • , • • • • . • • • • . • • • • •		
	AND			
	5.3.	The Commission rate on [alternative product or •••, ••••] ••• 20 %.		

OR	
5.4.	The Commission • • • • • • • • • • • • • • • • • • •
AND	/ OR
5.5.	The Level Two •••••••••••••••••••••••••••••••••••
5.6.	The Commission Period $\blacksquare \blacksquare \blacksquare [12/24/36] \blacksquare \blacksquare \blacksquare \blacksquare$.
OR	
5.7.	The Commission Period is
5.8.	Pay Day is • • • [10th • • • •] • • • • • • • • • • .
Our	contract
6.1.	We will pay you Commission on each sale
OR	
6.2.	We will pay you Commission on each unique arrival at a ■ ■ ■ ■ ■ ■
OR	
6.3.	We will pay you Commission on each person who
6.4.	You register as an Affiliate by completing the online form. ■ ■ ■ ■ ■
6.5.	This agreement covers only our Affiliate programme.

6.6.	Please do not enrol as an Affiliate if Your Website
	•••••
Con	nmission calculation and payment
7.1.	We will pay Commission (including Level Two Commission) on ■ ■ ■ ■
7.2.	Commission is calculated as a percentage ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	••••••
AND /	OR
7.3.	Commission is \blacksquare
7.4.	Commission is calculated in Euro.
7.5.	No deduction from Commission
7.6.	Commission is inclusive of any tax payable by you to any authority. ■ ■
7.7.	Commission will be
7.8.	If the amount due to you is less than € [10] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	[10].
Leve	el Two Commission
8.1.	We agree to • • • • • • • • • • • • • • • • • •

		•••••••		
	8.3.	You need take no action to become a "super affiliate", taking advantage of		
9.	Tag	ging condition		
	9.1.	Commission shall not be payable in respect of a		
	9.1.			
		•••••		
	9.2.	Commission shall be payable by us		
		•••••		
	9.3.	For the purpose of this		
	OR			
	9.4.	[Commission is payable = = = = = = = = = = = = = = = = = = =		
10.	Merchant tracking and Reports			
	10.1.	We undertake to •••••••••••••••••••••••••••••••••••		
		10.1.1 tag the		
		10.1.2 record all sales		
		10.1.3 record the cumulative amount		

Level Two Commission shall not be due to you unless Commission is ■

8.2.

		10.1.4 record the ************************************
		10.1.5 provide the Reports
	10.2.	We undertake to •••••••••••••••••••••••••••••••••••
11.	Cha	nges to this agreement
	11.1.	We reserve the right to change this agreement at any time and in any way. A change will take effect when
	11.2.	We reserve the right to change the [offer / contract] to prospective [
12.	Refu	unds, charges back and bad cheques
	to a [N	Ayment is later charged back by a merchant service provider or refunded Member / • • • •] • • • • • • • • • • • • • •
13.	Rem	noval of offensive Content
	13.1.	For the avoidance of doubt,
	13.2.	We are under no obligation to monitor or record the activity of any customer for

13.3.	If you a	are
	13.3.1	Your claim or complaint must be submitted to us in the form ■
		•••••
	13.3.2	we shall remove = = = = = = = = = = = = = = = = = = =
	13.3.3	after we receive notice of ••••••••, •••••••
	13.3.4	we may re-
13.4.		ect of any complaint made by you or any person on your behalf,
13.5.		ow agree that if any complaint is made
Sec	urity o	of Our Website
If you	violate ı ■ .	,
You r	ow agre	ee that • • • • • • • • • • • • • • • • • • •
14.1.		, copy, or cause damage
14.2.	link to	Our Website in any way that would cause the appearance

		•;
	14.3.	download any part • • • • • • • • • • • • • • • • • • •
	14.4.	collect or use ••••••;
	14.5.	collect or use any information obtained ••••••••••••••••••••••••••••••••••••
	14.6.	aggregate, copy or duplicate in any manner any of the
	14.7.	share with a • • • • • • • • • • • • • • • • • •
	14.8.	Despite the above terms, we now grant a licence to you to create a hyperlink to Our Website for the purpose of promoting an interest common to both
15.	We	control Visitor data
	15.1.	We shall be solely responsible for [order / Membership Fee / payment processing,
	15.2.	All personal information about [

16. Publicity and Affiliate Tools

16.1.	You will not create, publish,
16.2.	You agree that you will not without our prior
16.3.	Affiliate Tools consisting of text may
	•
16.4.	We are under no obligation to provide marketing material or assistance to you
16 5	You are responsible for the correct • • • • • • • • • • • • • • • • • • •
10.5.	

17. Duration and termination

This agreement shall continue until terminated:

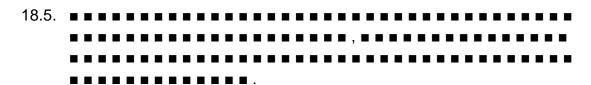
17.1.	by passing of • • • • [36 • • • •] • • • • • • ; • • • •
17.2.	by [one] = = = = = = = = = = = = = = = = = = =
17.3.	immediately by us if we decide (in our sole discretion) that Your Website is or has become unsuitable. Unsuitable sites may include those that: are
17.4.	immediately by either of us if the other commits any material breach of

18. At and after termination

When this agreement terminates:











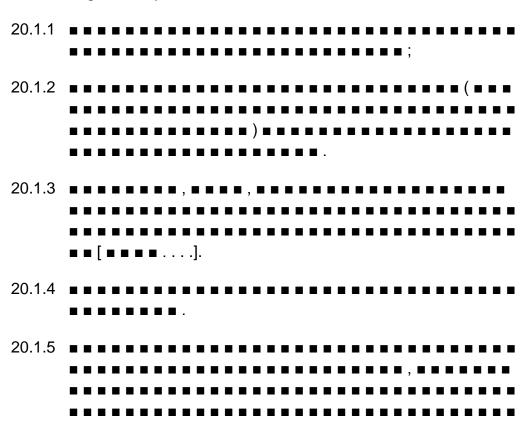
19. Intellectual Property

You agree that at all times you will:

19.2.																												
19.3.	•	- 1		•	•	.	 	-	•	•	-	•	•	- 1			-	-	•		 ı =	•	•	•	•	= !	 	-
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19.4.																						•	•	•	-	= 1		-
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19.5.	-																											
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19.6.	_	_			_	_			_				_				_	_		_		_	_	_	_	_	 	
		= 1																										
	•																											
19.7.						= 1		-	•					• •	•	•	-			- 1		•	•	•	-	= 1		-
				Ι,																								

20. Confidential Information

20.1. You now agree that you will:



	•.
20.2.	This paragraph does not apply to disclosure:
	20.2.1
	20.2.2
	===.
	20.2.3
20.3.	
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20.5	
20.5.	
20.5.20.6.	••••••
20.6.	
20.6.	••••••
20.6.	
20.6. You	indemnify us
20.6. You	indemnify us

		;	
	21.4.	;	-
22.	Inte	rruption to the Service	
	22.1.		
	22.2.		
	22.3.		
23.	Disc	claimers and limitation of liability	
	23.1.]
	23.2.		I
	23.3.		
	23.4.		ı
	23.5.		

21.3.

23.6.	••••	
	••••	
		useful to you; of satisfactory quality;
		fit for a particular purpose;
	23.6.4	•••.
23.7.		
	•	
23.8.	We acc	cept no responsibility for:
	23.8.1	delivery of Content, material or any message;
	23.8.2	privacy of any transmission;
	23.8.3	;
	23.8.4	
	23.8.5	
	23.8.6	
23.9		; ;
20.0.		,

Leave next sub pa	aaraph in	place too
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23.10
23.11.
23.11.1 indirect or consequential loss; or
23.11.2
23.12.
23.13.
Miscellaneous matters
24.1.
24.1.
24.1. 24.2.
24.1. 201824.2. 24.2.
 24.1. 2018 24.2. 24.3.
 24.1. 2018 24.2. 24.3. 24.4.
 24.1. 24.2. 24.3.
 24.1. 2018 24.2. 24.3. 24.4. 24.4.

24.5.	
24.6.	
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24.7.	
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	It shall be deemed to have been delivered:
	it shall be deemed to have been delivered.
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24.11.								 							 				
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Explanatory notes:

Affiliate terms and conditions template

General notes:

What you need to do to comply with the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 2018
The Act applies to all personal data you collect, use or store. The scope I I I I I I I I I I I I I I I I I I
We have drawn a comprehensive privacy notice. It reassures your website visitors that you take their privacy seriously. More importantly, your adopting it will prompt you to make whatever changes are necessary in your day to day business. You can download it at https://www.netlawman.ie/d/website-privacy-policy
For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would tell them you comply with any other law.
As a vastly reduced summary, the important areas of the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
 you do not have a provision where you are assuming implied consent of customer to use his information = ;
 if you allow a user to post information to your website, you may not process, edit or change that information without express consent, if such ■ ■ ■ ■ ■ ■ ■
 Until now, you could simply ask for a tick to a box indicating that your customer or client has read your T&C. That is no longer good enough. You need
• The most important elements of data to consider are personal data and any data which you want to use - • • • • • • • • • • • • • • • • • •

You may find full list at:

https://www.dataprotection.ie/docs/GDPR-Overview/k/1623.htm

woul		nditions document on the assumption that you your website and use an updated privacy notice.											
Par	agraph Specific n	otes:											
Note	s numbering refers to paragr	aph numbers.											
1.	Definitions												
		, and this applies as much to a description of what rocesses. The defined terms that											
	•	ch and replace function in your word processor to er general adjectives, or to •••••••••••••••••••••••••••••••••											
	We use	you might decide to change to											
	"Goods"	"Toys" / "Headphones"											
	"Services"	"Our Advisory Service"/ "Membership Service:											
	"Our Website"	"The Toy Store ■ ■ ■ "/ " ■ ■ ■ ■ ■ ■ ■ "											
	But if you do change the defined word, make												
	Remember too, that when a word or phrase is defined, the defined ■ ■ ■ , ■												
	You should first decide on	the contents of the document, then return to check											
2.	Interpretation												
	Leave these items in place	unless there is a good reason to edit or remove. leleted for commercial transactions, when VAT is											

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3.	Entire agreement												
	This paragraph prevents a party from later saying he was relying on some other document or Website or what was said. If other documents are ■ ■ ■												
4.	Relationship of parties												
	This is a simple statement for the avoidance of doubt. Of course other documents may indeed create the relationships mentioned. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■												
5.	Applicable values												
	These figures are entirely for you to decide.												
	This paragraph also provides for different commission rates for different products or services. You can list them here. If there are many, it is easier to refer to them if they are listed												

6.	Our contract												
	This is the basis of the contract. We have placed these administrative matters in the T&												
7.	Commission calculation and payment												
	The commission calculation paragraph should be completed according to dea												

8. Level Two Commission

you are offering.

Level two commission is treated simply as parallel to basic commission. ■ ■
Delete this paragraph if it
Tagging condition
This obvious point is made for absolute clarity.
Merchant tracking and Reports
Since this is a "take it or leave it" agreement, you do not have to specify exactly what statistics and reports you provide. Many prospective affiliates however, will judge you by the extent to
!
Changes to this agreement
We doubt this provision is valid in Irish law because you cannot unilaterally change a contract. The contract is made. It cannot be changed without either the consent of all parties or termination and creation of a new contract. It is likely that a judge would interpret
Refunds, charges back and bad cheques
This covers a simple but important practical point.
Removal of offensive Content
This paragraph is targeted at anyone who is aggrieved by content on your site. He may or

10.

11.

12.

13.

14.

Security of Our Website

	Your need for this provision also depends
15.	We control Visitor data
	We have included • • • • • • • • • • • • • • • • • •
16.	Publicity and Affiliate Tools
	Much of this paragraph is covered in wider and
17.	Duration and termination
	Edit to suit your exact requirements.
18.	At and after termination
	Important points.
19.	Intellectual Property
	Few business managers appreciate just how much IP is owned by the business. There is an enormous
20.	Confidential Information
	We have included this paragraph because a business has so many secrets
	This is clearly important. The first

	Assuming it will apply to both parties,
21.	You indemnify us
	When it is possible that
22.	Interruption to the Service
	A provision to keep
23.	Disclaimers and limitation of liability
	Disclaimers are not always binding. The law is complicated and much depends on the facts of each case.

	The last thing you expect is an attack by your affiliate. Words in
	•••••
24.	Miscellaneous matters
	A number of points
	Unless you have a

End of notes