

IN-TCmkt02

## **Affiliate terms and conditions template**

## Affiliate terms and conditions of [\[your company name or domain name\]](#)

We are: [\[your company name\]](#), a company registered in [            ], [            ].

Our address is: [\[address\]](#)

Our website is at: [\[URL\]](#)

You are: any person who signs up to be an Affiliate or any person with whom we

These terms and conditions regulate the business relationship between you and us. If you sign up as

### 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, , , .

“Contribution” means Content Posted by you.

“Goods” means all of the goods offered for sale

"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 all of the hardware and software installation that

“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 from this
- 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 of
- 2.5. The headings to the paragraphs to this agreement
- 2.6. All money sums mentioned in this agreement are calculated net of VAT, which
- 2.7. A reference to an act or regulation includes new law of substantially the

- 2.8. In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the [ . 5000 ].
- 2.9. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or

### 3. Entire 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. Conditions, warranties or other terms implied by statute or common law are excluded from this
- 3.4. As an exception to the last previous sub paragraphs, the parties do rely :  
[Enter list of other docs and dates ]

### 4. 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. Applicable values

- 5.1. The Commission rate is 20%.

OR

5.2. The Commission rate on [product or service, e.g. complete cycles /  
 / 12 ] 10 %.

AND

5.3. The Commission rate on [alternative product or  
 . / , ]  
 20 %.

OR

5.4. The Commission  
 1 .

AND / OR

5.5. The Level Two 25 %  
 .

5.6. The Commission Period [ 12 / 24 / 36 ] .

OR

5.7. The Commission Period is

5.8. Pay Day is [ 10th ] .

## 6. 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 enroll as an Affiliate if Your Website

## **7. Commission 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

7.4. Commission is calculated in Indian rupees.

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 Rs. [10000 ]

. [ 100000 ].

## 8. Level Two Commission

8.1. We agree to

8.2. Level Two Commission shall not be due to you unless Commission is

8.3. You need take no action to become a “super affiliate”, taking advantage of 2

## 9. Tagging condition

9.1. Commission shall not be payable in respect of a

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

;

10.1.4 record the

;

10.1.5 provide the Reports;

10.2. We undertake to

## 11. Changes 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 we

.

,

.

[ ]

.

11.2. We reserve the right to change the [offer / contract](#) to prospective [ / ]

,

,

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## 12. Refunds, charges back and bad cheques

If a payment is later charged back by a merchant service provider or refunded to a [Member /](#) [ / ]

,

,

.

## 13. Removal 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 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 receiving a notice of

13.3.4 we may re-

13.4. In respect of any complaint made by you or any person on your behalf,

13.5. You now agree that if any complaint is made

## 14. Security of Our Website

We may, at our discretion or as part of a paid Service, give you permission to access Our Website for

If you violate Our Website or use it unlawfully or immorally, we will take the strongest action against you that

, 2000 . .

You now agree that

14.1. modify, copy, or cause damage

14.2. link to our site 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. any purpose use our name, any proprietary information (including images,

14.8. use Our Website to hack

14.9. make available or upload files that contain software or other material,

14.10. make available, upload or distribute by any means any material

14.11. upload or republish any

14.12. hide or remove

14.13. share with a

14.14. use on Our Website software which assists in:

14.14.1 data mining, extraction or collection;

14.14.2 emulating, phreaking, hacking,

14.14.3 "framing", inserting pop-

14.14.4 performing any automated operation;

14.15. 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,](#)

[\[ / \]](#)



17.4.

[ 30 ]

## **18. At and after termination**

When this agreement terminates:

18.1.

18.2.

18.3.

( )

18.4.

18.5.

18.6.

18.7.

18.8.

## **19. Intellectual Property**

You agree that at all times you will:

19.1.

19.2.

[ ]

,

19.3.

;

19.4.

;

19.5.

;

19.6.

;

19.7.

;

## 20. Confidential Information

20.1. You now agree that you will:

20.1.1

;

20.1.2

(

)

20.1.3

,

[ ... ]

20.1.4

.

20.1.5

[ ]

,

20.2. This paragraph does not apply to disclosure:

20.2.1

20.2.2

20.2.3

20.3.

20.4.

20.5.

20.6.

[ ]

## 21. You indemnify us

:

21.1.

;

21.2.

;



21.3.

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21.4.

“ ”,  
,

21.5.

;

## **22. Interruption to the Service**

22.1.

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22.2.

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22.3.

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## **23. Disclaimers and limitation of liability**

23.1.

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23.2.

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23.3.

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“

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23.4.

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23.5.

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23.6. [ ] [ ] “  
”  
[ ] :

23.6.1 useful to you;

23.6.2 of satisfactory quality;

23.6.3 fit for a particular purpose;

23.6.4 , ,

23.7. .

23.8. We accept 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. ,

*Leave next sub paragraph in place too*

23.10.

, [ . 15 ,  
000 ].

23.11.

:

23.11.1 indirect or consequential loss; or

23.11.2

23.12.

( )

23.13.

## **24. Miscellaneous matters**

24.1.

24.2.

24.3.

24.4.

24.5.

24.6.

24.7.

It shall be deemed to have been delivered:

;

72 ;

24 ;

- : 24

.[

]

24.8.

24.9.

24.10.

24.11.

24.12.

# Explanatory Notes:

## Affiliate terms and conditions template

### General notes

These notes apply to most terms and conditions documents, but not all notes

#### 1. What does a T&C document do?

A terms and conditions document serves two prime purposes: first, it sets out the terms under which you have agreed to accept business. Everyone can see the details of the contract between you and your contract party can decide whether or not to enter into a contract on these terms. Secondly, the document affirms the legal rights of the parties, so that either can sue the other in court for a

#### 2. How much information should I include in my & ?

Terms and conditions should provide a legal framework. The document should be all-inclusive of the structure of the contract but need not include detail which may change from time to time, such as prices,

#### 3. Making your terms sound friendlier

You may have read the T&C of a large Internet business and you want yours to flow in the same gentle way, instead of being "legal". As

However, the sites that use softer language tend to have very deep pockets and access to the best litigators. They feel safe because the probability of a successful case against them is low, and the

It is much easier to sue a smaller company successfully. If you want to feel as safe,

Although their terms and conditions appear to be friendly and even casual, they will have been carefully drawn by expert lawyers, to the point where every word will have been considered, just as we have considered

**4. Make sure it bites**

It is essential that terms and conditions are incorporated into the contract. If they are not drawn to the affiliate's attention until after the contract has been made, then they do not form

It is important that the affiliate has to take some positive step to confirm that he has read the terms. The usual device for doing so is a check box, and if you do use one it is important that it is not pre-checked. It is

"I have read and understood [your name]'s terms and conditions, and I agree that they

A better acceptance device is one that compels the affiliate to go to a page containing the terms and conditions, and where the confirmation of acceptance is on that same page at the

Unless your business model requires sales to children, it is best specifically to  
18 .

**5. Enforcing terms when the party to the contract does**

If someone comes to you otherwise than via your website, you must find some other way of obtaining his agreement to your terms. By far the best way is by a signature. That means you will need a second version of this document that provides at the top for the other party to be named and at the end for both parties to sign. If the other party does not sign,

**6. If this document is a contract, why are the ?**

It is not necessary (although it is safer) for the other to be identified by name. "You" is enough. However, you do have to be accurately identified. A website name is not enough. Under the Electronic Commerce laws, you must clearly state the real name of you or your company, trading address and names of

**7. Can I just close the line spacing and put it all 8 ?**

We do not advocate small print or close type. The whole thrust of the Electronic Commerce and the Unfair Terms in Consumer Contracts laws is towards transparency. In any dispute, you will be

## Paragraph Specific Notes:

Notes following the numbered paragraphs

### 1. Definitions

Every business is different, and this applies as much to a description of what is being offered as to the processes. The defined terms that

By all means use the search and replace function in your word processor to change them, either to other general adjectives, or to

<b>We use</b>	<b>you might decide to change to</b>
---------------	--------------------------------------

Goods	Toys
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Services	Our Advisory Service
----------	----------------------

Our Website	the Toy Store Site
-------------	--------------------

But if you do change the defined word, **make sure it applies to every use of it in the document.**

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. The point on VAT can be deleted for commercial transactions, when VAT is

### 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 deal you are offering.

#### **8. Level Two Commission**

Some affiliate services, enable multiple levels or tiers of affiliates so that you can attract professional marketers as well as sites in your

Level two commission is treated simply as parallel to basic commission.

Delete this paragraph if it



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

**End of notes**