

NZ-TCmkt02

## **Affiliate terms and conditions template**

## Affiliate terms and conditions of [your company] ]

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,   |

|                         |   |
|-------------------------|---|
| "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 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 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. a reference to an act or regulation includes new law of substantially the
- 2.7. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of , [ \$ 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 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. 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 , .  
/ / 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 enrol 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 New Zealand

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 ].

## 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

.  
,  
.  
3  
.

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

,  
.  
.

## 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,

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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 we receive 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

If you violate

You now agree that

14.1. modify, 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

## 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.

## 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.

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19.4.

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19.5.

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19.6.

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19.7.

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## 20. Confidential Information

20.1. You now agree that you will:

20.1.1

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20.1.2

(

)

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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.

5

## 21. You indemnify us

21.1.

21.2.

21.3.

21.4.

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

22.1.

22.2.

22.3.

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

23.1.

23.2.

23.3.

23.4.

23.5.



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. ,

23.10.

, , \$ [ 10 , 000 ].

23.11.

:

23.11.1 indirect or consequential loss; or

23.11.2

,

,

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23.12.

(

)

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23.13.

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## 24. Miscellaneous matters

24.1.

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24.2.

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24.3.

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24.4.

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24.5.

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24.6.

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It shall be deemed to have been delivered:

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72

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- : 24

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24.7.

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24.8.

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24.9.

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24.10.

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# Explanatory Notes:

## Affiliate terms and conditions template

## Paragraph Specific Notes:

Drafting 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

**We use**

**you might decide to change to**

“Goods”

“Toys” / “Headphones”

“Services”

“Our Advisory Service”/ “Membership Services”

“Our Website”

“The Toy Store Site”/ “

”

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

Remember too, that when a word or phrase is defined, the defined meaning, capitalised, takes precedence over the

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

### 2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. The point on GST can be deleted for commercial transactions, when GST is assumed to be due. The last item covers future litigation, when the law does

### 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

## **9. Tagging condition**

This obvious point is made for absolute clarity.

## **10. 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

“ ” . ,

!

## **11. Changes to this agreement**

We doubt this provision is valid in 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 a

## **12. Refunds, charges back and bad cheques**

This covers a simple but important practical point.

## **13. Removal of offensive Content**

This paragraph is targeted at anyone who is aggrieved by content on your site. He may or may not be one of your customers or an affiliate. By stating and following this policy you will

, , . , .

## **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

The last thing you expect is an attack by your affiliate. Words in

## **24. Miscellaneous matters**

A number of points which should be included in

**End of notes**