

Please check the box to confirm you agree to the terms:

☐ I have read and agree to the above terms and conditions.

## AFFILIATE MARKETING AGREEMENT

*Please read and agree to the following terms to participate in the Affiliate Marketing Program:*

### 1. Purpose of the Agreement

The Course Creator grants the Influencer the right to promote its online business course(s) via unique **affiliate links**. In return, the Influencer earns a **commission** based on **successful sales** through their **affiliate link**.

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### 2. Affiliate Commission Structure

#### 2.1 Standard Commission Rate

- The **standard affiliate commission** is **30%** of the marked course price for each successful purchase made through the Influencer's **affiliate link**.
- Buyers who purchase via the Influencer's affiliate link will receive a **10% discount** on the marked course price.

#### 2.2 Tiered Commission Increase

- If the Influencer generates **100 or more course sales**, their commission rate will **increase to 40%** for future sales.

#### 2.3 Payment Method & Schedule

- Commissions are **automatically tracked and calculated** via the Course Creator's **built-in affiliate system**.
  - Payments will be made via **[PayPal, Stripe, or Bank Transfer]** on a **[weekly/monthly]** basis, provided the minimum payout threshold of **[\$100USD]** is met.
  - **Commissions will only be paid after [15] days following the end of the refund period** to ensure no chargebacks, disputes, or fraud.
  - The Course Creator reserves the right to **withhold commissions** for up to **[15] days** for fraud prevention and chargeback verification.
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### 3. Obligations of the Influencer

### 3.1 Permitted Promotion Methods

The Influencer **agrees to promote** the Course Creator's online business course through:

- ✓ Social media platforms (YouTube, Instagram, Facebook, TikTok, LinkedIn, etc.)
- ✓ Blogs, websites, and email marketing
- ✓ Video content, webinars, and online communities

### 3.2 Prohibited Activities

The Influencer **must NOT**:

- ✗ Use false or misleading advertising claims.
- ✗ Engage in **spam marketing** or unauthorized email promotions.
- ✗ Use their **own affiliate link** to purchase the course for personal gain.
- ✗ Promote the course in a manner that damages the Course Creator's **brand reputation**.

### 3.3 Compliance with Laws

The Influencer **must comply** with:

- ✓ **Federal Trade Commission (FTC) guidelines** on affiliate disclosures.
  - ✓ **Advertising and consumer protection laws** in their respective countries.
  - ✓ **Laws and regulations in Australia, the UK, the US, and other applicable jurisdictions** related to online marketing, advertising, and affiliate programs.
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## 4. Intellectual Property Rights

- The Course Creator retains **all ownership rights** to course materials, branding, and trademarks.
  - The Influencer is **not permitted** to modify, resell, or claim ownership of the course content.
  - The Influencer may **only use approved marketing materials** provided by the Course Creator.
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## 5. Dispute Resolution & Legal Protection

### 5.1 Fraudulent Sales & Chargebacks

- If a sale is **disputed, refunded, or charged back**, the Course Creator reserves the right to **deduct** or **claw back** the affiliate commission from the Influencer's future earnings.

### 5.2 Termination Rights

- The Course Creator may **terminate this Agreement** immediately if:
  - ✓ The Influencer violates the **Prohibited Activities** (Section 3.2).
  - ✓ Fraudulent activities, misleading claims, or **violations of advertising laws** are detected.
  - ✓ The Influencer **fails to generate sales** for a period of **[12 months]**.

### 5.3 Liability Limitation

- The Course Creator is **not liable** for any loss, damages, or business interruption arising from the Influencer's promotions.
  - The Influencer **agrees to indemnify** the Course Creator against any **legal claims or penalties** related to their marketing activities.
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## 6. Confidentiality & Data Protection

- The Influencer **must not disclose** any proprietary information, affiliate earnings, or commission structures to third parties.
  - Both parties agree to comply with **GDPR and other data privacy laws** regarding customer information.
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## 7. Agreement Duration & Termination

- This Agreement **remains in effect indefinitely** unless terminated by either party with **[7 days] written notice**.
  - Upon termination, the Influencer **loses access to their affiliate link and any unpaid commissions (unless otherwise agreed upon)**.
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## 8. Governing Law & Jurisdiction

- This Agreement shall be governed by and interpreted under the laws of **[VIC/Australia]**
  - The Influencer agrees to comply with the laws of **Australia, the UK, the US, and any other applicable jurisdictions**.
  - Any disputes shall be resolved through **binding arbitration in [VIC/Australia]** or a court of competent jurisdiction.
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## 9. Entire Agreement

- This document constitutes the **entire agreement** between the parties and supersedes all prior negotiations.