

Omnify Inc Affiliate Program Terms of Service

Last Updated: 12 June 2020.

By signing up to be an Affiliate in the Omnify Inc Affiliate Program ("Program") you are agreeing to be bound by the following terms and conditions ("Terms of Service").

Omnify Inc reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Program, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Program after any such changes shall constitute your consent to such changes.

Violation of any of the terms below will result in the termination of your Account and for forfeiture of any outstanding affiliate commission payments earned during the violation. You agree to use the Affiliate Program at your own risk.

Account Terms

You must be 18 years or older to be part of this Program.

You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.

You are responsible for maintaining the security of your account and password. Omnify Inc cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).

One person or legal entity may not maintain more than one account.

You may not use the Affiliate Program for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You may not use the Affiliate Program to earn money on your own Omnify Inc product accounts. Once you have signed up for the Affiliate Program, you will be assigned a unique Affiliate link. You are permitted to place links, banners, or other graphics we provide with your Affiliate Code on your site, in your emails, or in other communications.

To permit accurate tracking, reporting, and referral fee accrual, we will provide you with special link formats to be used in all links between your site and the Product Sites. You must ensure that each of the links between your site and the Product Sites properly utilizes such special link formats. Links to the Product Sites placed on your site pursuant to this Agreement and which properly utilize such special link formats are referred to as "Special Links."

You will earn referral fees only with respect to sign-ups on a Omnify Inc product site occurring directly through Special Links; we will not be liable to you with respect to any failure by you or someone you refer to use Special Links or incorrectly type your Affiliate Code, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement.

Affiliate links must point to the home page of the product being promoted. Deep links, or links to other pages inside the product site will not earn credit.

Referral fees/commissions and payment

For a Product sale to be eligible to earn a referral fee, the customer must click-through a Special Link from your site, email, or other communications to a Product Site and sign up for the product during that session. The session ends once someone closes their web browser, navigates away from the Product Site, or otherwise leaves the Product Site without signing up for a product before leaving the site. If they leave the site, come back later on their own, and then purchase a product, you will not earn a commission.

There are two types of referral fees that can be earned:

Sign-up commissions

Recurring commissions

Sign-up commissions are earned once the customer has made their first monthly payment. Recurring commissions are paid every month, starting on the second month, after the customer has made their first monthly payment. Commissions are only earned if a customer makes a payment. If they cancel their account on the 28th day of their term, you will not receive prorated commissions or a commission for the current month.

The commission structure is subject to change at our discretion. We will notify all Affiliates 30 days prior to a commission structure change. Commissions earned under the previous structure will be paid under the previous structure. Commissions under the new structure will be paid under the new structure.

We will only pay commissions on links that are automatically tracked and reported by our systems. We will not pay commissions if someone says they signed up or someone says they entered a referral code if it was not tracked by our system. We can only pay commissions on business generated through properly formatted special links that were automatically tracked by our systems.

We reserve the right to disqualify commissions earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods.

Payments by PayPal

Commissions are paid by PayPal. We can not send checks, credit credit cards, or send cash. You are required to have a PayPal account to receive commissions. If you don't have a PayPal account you can sign up for one at any time, but you will not be paid until you have one.

Identifying yourself as an Omnify Affiliate

You may not issue any press release with respect to this Agreement or your participation in the Program; such action may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, say you develop our products, say you are part of Omnify Inc or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that we support, sponsor, endorse, or contribute money to any charity or other cause).

You may not purchase products through your affiliate links for your own use. Such purchases may result (in our sole discretion) in the withholding of referral fees and/or the termination of this Agreement.

Payment schedule

As long as your current affiliate earnings are over more than \$0, you'll be paid roughly every 45 days. Payments are only made via PayPal.

Customer definition

Customers who buy products through this Program will be deemed to be our customers. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect Products that you have listed on your site, you should not display product prices on your site. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

Compliance with Laws

As a condition to your participation in the Program, you agree that while you are a Program participant you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a Program participant. Without limiting the foregoing obligation, you agree that as a condition of your participation in the Program you will comply with all applicable laws (federal, state or otherwise) that govern marketing email, including without limitation, the CAN-SPAM Act of 2003 and all other anti-spam laws.

Terms of the Agreement and Program

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to any Product Site, and all of our trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program. Omnify Inc reserves the right to end the Program at any time. Upon program termination, Omnify Inc will pay any outstanding earnings accrued.

Termination

Omnify Inc, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Program, or any other Omnify Inc service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all potential or to-be-paid commissions in your Account if they were earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. Omnify Inc reserves the right to refuse service to anyone for any reason at any time.

Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

Affiliate Representations and Warranties

You represent and warrant that: (i) you have all sufficient rights and permissions to participate in the Affiliate Program and to provision Omnify with Affiliate Lead's for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Affiliate Program will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Affiliate Marks.

You further represent and warrant that: (i) you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation in the Affiliate Program (for example, by clearly stating you are a Omnify Affiliate on any website(s) you own where you make an Affiliate Link available); (ii) you will accurately provide in the Affiliate Tool all websites and domains you own where you intend to use Affiliate Links to generate Affiliate Leads; (iii) you will not purchase ads that direct to your site(s) or through an Affiliate Link that could be considered as competing with Omnify's own advertising, including, but not limited to, our branded keywords; (iv) you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited; (v) you will not attempt to mask the referring URL information; (vi) you will not use your own Affiliate Link to purchase Omnify products for yourself.

Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Affiliate Program, (b) our use of the prospect data you provided us, (c) your noncompliance with or breach of this Agreement, (d) your use of the Affiliate Tool, or (e) our use of the Affiliate Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

Limitations of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the Product Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in the state of Delaware. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.