

## Affiliate Program Agreement

The Folding Sliding Door Company FSD Works Hopbine Avenue BRADFORD BD5 8ER UK

Primary Website: [foldingslidingdoors.com](http://foldingslidingdoors.com)

### THE AGREEMENT:

Please read this Affiliate Program Agreement ("Agreement") carefully before submitting your application to participate in this Affiliate Program ("Program"). If you do not accept all of the terms of this Agreement, do not submit an Application. By submitting an Application, you are deemed to have accepted this Agreement and agreed to be bound by it. As used in this Agreement, "we" "us" "our" and "Direct Checks" means Direct Checks Unlimited, Inc. and "Affiliate" "you" and "your" means the applicant submitting the Application and participating in the Program.

### 1) DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as "Parties" or individually as "Party."
- b) Affiliate Program: The program we've set up for our affiliates as described in this Agreement.
- c) Affiliate Application: The fully completed form which must be provided to us for consideration of your inclusion in the Affiliate Program.
- d) Website: The primary website we've noted above will be referred to as Website.

### 2) PROGRAM SIGN-UP

In order to sign up for our Affiliate Program, you will first be asked to submit an Affiliate Application to join. The Affiliate Application may be found at the following website:

[www.foldingslidingdoors.com](http://www.foldingslidingdoors.com)

Submitting an Affiliate Application does not guarantee inclusion in the Affiliate Program. We evaluate each and every application and are the sole and exclusive decision-makers on Affiliate acceptance. If we choose not to allow your inclusion in the Affiliate Program, we will attempt to notify you in a reasonable manner. If you do not hear from us within a reasonable time frame, please consider your application rejected. We are not obligated to provide you any explanation for your rejection, but please be advised we may reject applicants for any reason or manner, including but not limited to a website or social media page which violates our Acceptable Use Policy.

If your Affiliate Application is rejected, you may not reapply. If your Affiliate Application is accepted, each of the terms and conditions in this Agreement apply to your participation. We may also ask for additional information to complete your Affiliate Application or for you to undertake additional steps to ensure eligibility in the Affiliate Program.

### 3) NON-EXCLUSIVITY

This Agreement does not create an exclusive relationship between you and us. You are free to work with similar affiliate program providers in any category, **with the specific exclusion of those relating to bifold/folding sliding door/movable glass wall products**. This agreement imposes no restrictions on us to work with any individual or company we may choose.

### 4) OPERATIONAL TERRITORY

The Company reserves the right to assign operational territory to an Affiliate, on acceptance of the Affiliate Application. We also reserve the right to amend the area of operational territory, on giving reasonable notice to the Affiliate.

The Company will discuss and assign territory to the Affiliate. We will assess the size, the nature and revenue potential of the assigned territory. Based on our forecast analysis, we will confirm the expected sales revenue to be achieved by the Affiliate on a monthly basis.

If after 3 months, the Affiliate has been unable to achieve the projected revenues, the Company reserves the right to reassess the projections, for an agreed period, or to reduce the size of the territory, and reassign part to another Affiliate.

The Affiliate may apply to the Company for control of additional sales territory, in the event of the vacation of an area or in the event of the identification of further sales opportunities for the business. We will consider the geographical location of the Agent, when making our decision.

Where a dispute arises between Agents, with respect to the management of neighbouring sales territories, the Company will act as arbiter of the dispute and will work to resolve the issue, as quickly as possible to avoid any impact on our business.

In this respect, any decision, as made by the Company, will be final and will be confirmed in writing.

## 5) AFFILIATE PROGRAM

After your acceptance in the Affiliate Program, you must ensure your account is set up thoroughly, including specific payment information and location (such as a bank or online account which we may use to post payment).

**Please be advised the below is a general description of the Affiliate Program. Everything contained in this subsection is subject to the specific terms and conditions throughout the rest of this Agreement.**

The Affiliate will be responsible for his own marketing and promotions and costs thereof, and for the generation of leads within his own website or social media outlets.

However, we will provide access to Company leads originating from the Affiliate's assigned area of operation.

We will also provide the Affiliate with our specific branded marketing and promotional resources. These will be supplied, on demand, at a cost to the Affiliate.

Subject to the Sales of Goods and Services being confirmed as Qualified Purchases- see [7] below- the Affiliate will be eligible to receive the following:

0 - 29,999	25% (twenty-five percent) of revenue share*per month
30,000 – 49,999	30% (thirty percent) of revenue share* per month
50,000 +	35% (thirty percent) of revenue share*per month

*\*Revenue Share= amount of money remaining after manufacturing, installation and delivery costs*

## 6) SPECIFIC TERMS APPLICABLE

We will determine whether payment is permissible in our sole and exclusive discretion. We reserve the right to reject sales that do not comply with the terms of this Agreement.

Processing and fulfillment of orders will be our responsibility.

We will assign you a dedicated Affiliate Handler, who will be your professional point of contact within the Company. We will also provide real-time data regarding your account with us through the dedicated CRM system to which you will have Affiliate access, during the term of the Agreement.

As described above, in order to be eligible for payment, user purchases must be "Qualified Purchases." Qualified Purchases:

- a) Must have been processed and managed in line with our prescribed and published procedures and the Terms and Conditions of the Company;
- b) May only be purchased through a properly-tracking Affiliate Link; - e.g. Affiliate CRM
- c) May not be fraudulent in any way, in the Company's sole and exclusive discretion;

## 7) PAYMENT INFORMATION

The Affiliate must nominate a bank account to which payments will be made on acceptance into the Program. You must notify us immediately of any changes to this information.

The Company will not be held responsible or liable for any losses you might suffer, as a result of you not advising us of the changes to your payment arrangements.

**Please note that Affiliates will receive payment on the Sale of Goods and Services, on the Company's receipt of the full value of the relevant Sale.**

The Company will calculate the payments due, based on the CRM Sales data and provide the Affiliate with a Statement of the Sales, on which payment is payable to you.

On receipt of the Statement, you must submit an itemized invoice to the Company, confirming the expected due payment.

We will make payment to you, which will be made to your nominated bank account.

## 8) ERRORS AND OMISSIONS

We reserve the right to withhold payment on a Sale or a proportion of said payment, if you have made any errors or omissions in the process, which cause us to incur additional or unforeseen costs. This will include remakes, amendments after an order has been submitted for Manufacture, or incorrect pricing, etc., this list is not exhaustive

The Company, via the Affiliate Handler, will provide you with an explanation for such deductions, for the avoidance of doubt.

For any disputes as to payment, the Company must be notified within thirty days of your receipt of the payment. We will review each dispute notification as well as the underlying payment transaction to which we are related. Disputes filed after thirty days of payment will not be addressed.

## 9) TERM, TERMINATION & SUSPENSION

The term of this Agreement will begin when we accept you into the Affiliate Program. We can be terminated by either Party at any time with or without cause.

You may only earn payment s as long as you are an Affiliate in good standing during the term. If you terminate this Agreement with us, you will qualify to receive payment s earned prior to the date of termination.

If you fail to follow the terms of this Agreement or any other legal terms we have posted anywhere on our website or websites, you forfeit all rights, including the right to any unclaimed payment. This includes the Company's Terms and Conditions.

We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material.

At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

## 10) INTELLECTUAL PROPERTY

You agree that the intellectual property owned by the Company includes all copyrights, trademarks, trade secrets, patents, and other intellectual property belonging to the Company ("Company IP").

Subject to the limitations listed below, we hereby grant you a non-exclusive, non-transferable, revocable license to access our websites in conjunction with the Affiliate Program and use the Company IP solely and exclusively in conjunction with identifying our company and brand on the Affiliate Site, to send customers to the Affiliate links we provide. You may not modify the Company IP in any way, and you are only permitted to use the Company IP if you are an Affiliate in good standing with us.

*We may revoke this license at any time and if we find that you are using the Company IP in any manner not contemplated by this Agreement, we reserve the right to terminate this Agreement.*

Other than as provided herein, you are not permitted to use any of the Company IP or any confusingly similar variation of the Company IP without our express prior written permission. This includes a restriction on using the Company IP in any domain or website name, in any keywords or advertising, in any metatags or code, or in any way that is likely to cause consumer confusion.

Please be advised that your unauthorized use of any Company IP shall constitute unlawful infringement and we reserve all of our rights, including the right to pursue an infringement suit against you in the applicable court. You may be obligated to pay monetary damages or legal fees and costs.

The Affiliate agrees to hereby provide us a non-exclusive license to use his name, trademarks and service marks if applicable and other business intellectual property to advertise our Affiliate Program.

#### **11) MODIFICATION & VARIATION**

The Company may, from time to time and at any time, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement. If we update or replace the terms of this Agreement, we will let you know via electronic means, which may include an email. If you don't agree to the update or replacement, you can choose to terminate this Agreement as described below.

- a) To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.
- b) You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear your cache when doing so to avoid accessing a prior version of this Agreement.

#### **12) RELATIONSHIP OF THE PARTIES**

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. You are an independent contractor of the Company and will remain so at all times.

#### **13) ACCEPTABLE USE**

You agree not to use the Affiliate Program or our Company for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Affiliate Program in any way that could damage our websites, products, services, or the general business and reputation of the Company.

- a) You further agree not to use the Affiliate Program:
  - I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
  - II) To violate any intellectual property rights of the Company or any third party;
  - III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
  - IV) To perpetrate any fraud;
  - V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
  - VI) To publish or distribute any obscene or defamatory material;
  - VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
  - VIII) To unlawfully gather information about others.

#### **14) AFFILIATE OBLIGATIONS & STATUTORY COMPLIANCE**

You are responsible for ensuring operation and maintenance of your Affiliate Site, including technical operations, written claims, links, and accuracy of materials. You must ensure, as noted above, that the Affiliate Site does not infringe upon the intellectual property rights of any third party or otherwise violate any legal rights.

We reserve the right to monitor your account, as well as clicks and/or purchases coming through your account. If we determine you are not in compliance with any of these the terms of this Agreement, we have the right to immediately terminate your participation in the Affiliate Program.

We require all of our Affiliates to comply with all applicable statutes, regulations, and guidelines set by the applicable national government agencies, as well as any state and local governments as mandated. We expect you to disclose that your affiliate relationships, such as the relationship between you and the Company, be disclosed to consumers.

We recommend that you seek independent legal counsel to advise you of our obligations to disclose in this manner.

We also require you to comply with any and all applicable data privacy and security laws and regulations, including all of those which may impact your country of residence or your visitors. Such regulations include, but are not limited to, any applicable laws in your country of operation, the United States or the General Data Protection Regulations of the European Union.

We also require that you implement adequate organizational and technical measures to ensure an appropriate level of security for the personal customer data that you process. Furthermore, you hereby agree to comply with any requests which we may make to you regarding compliance with the General Data Protection Regulation or other related requests which you may receive from data subjects.

If we find you are not in compliance with any of the requirements of this sub-part, we may terminate our relationship with you at our sole and exclusive discretion.

#### **15) REVERSE ENGINEERING & SECURITY**

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on any of our websites or services;
- b) Violate the security of any of our websites or services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

#### **16) DATA LOSS**

The Company does not accept responsibility for the security of your account or content. You agree that your participation in the Affiliate Program is at your own risk.

#### **17) INDEMNIFICATION**

You agree to defend and indemnify the Company and any of its agents (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Affiliate Program, your breach of this Agreement, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

#### **18) SPAM POLICY**

You are strictly prohibited from using the Affiliate Program for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

#### **19) ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties with respect to the Affiliate Program. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral.

## 20) SERVICE INTERRUPTIONS

The Company may need to interrupt your access to the Affiliate Program to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

## 21) NO WARRANTIES

You agree that your use of the Affiliate Program is at your sole and exclusive risk and that any services provided by us are on an "As Is" basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the Affiliate Program will meet your needs or that we will be uninterrupted, error-free, or secure. The Company also makes no warranties as to the reliability or accuracy of any information. You agree that any damage that may occur to you, through your computer system, or as a result of loss of your data from your use of the Affiliate Program is your sole responsibility and that the Company is not liable for any such damage or loss.

## 22) GENERAL PROVISIONS:

A) LANGUAGE: All communications made, or notices given pursuant to this Agreement **shall be in the English language.**

B) JURISDICTION, VENUE & CHOICE OF LAW: Through your participation in the Affiliate Program, you agree that English Law shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and the Company, with the exception of its conflict of law provisions. In case any legislation specifically permitted under this Agreement is initiated the Parties agree to submit to the personal jurisdiction of the local and national courts of England. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

C) ARBITRATION: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following jurisdiction of England. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing English Law. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on national English Law, and claims based on English local laws, ordinances, statutes or regulations. Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

D) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

E) SEVERABILITY If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

F) NO WAIVER: In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

G) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

H) FORCE MAJEURE: The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

I) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email us at the following address: [info@foldingslidingdoors.com](mailto:info@foldingslidingdoors.com)