

PocketSmith Affiliate Program Terms and Conditions

Last updated: 6 November 2017

Hi, thank you for joining the PocketSmith Affiliate program!

We highly value our partners and the terms and conditions set out below are aimed at maintaining good long-term relationships. If there are issues, the first step is always to talk to us.

Joining our Affiliate program constitutes acceptance of these terms.

Payments

PocketSmith will pay Affiliates by PayPal unless another agreement is made on an individual basis.

We pay a **recurring commission** to our affiliates for the duration of a customer's subscription.

Commission rates are as follows:

Monthly Subscription	30%
Quarterly Subscription	25%
Yearly Subscription	20%

Note: the yearly and quarterly subscriptions have lower commissions as they are discounted to customers.

We have a payment threshold of US\$100 and payouts will be made at the end of the month during which this threshold is reached.

Refunds

In the event that a customer requests a refund for a transaction for which the affiliate has earned commissions, any commissions earned on the refund amount will be deducted from the affiliate's balance.

Order Fulfilment

PocketSmith will be solely responsible for processing every order placed by a customer via affiliate links. Affiliates are not authorized to collect payments or sell any PocketSmith products from other websites as a "reseller" and no "resale" rights are granted in ANY way. Affiliates are not authorized to give away our services without the express permission of PocketSmith. PocketSmith will also be solely responsible for all customer service inquiries.

Usage and Obligations

Affiliates are permitted to use the PocketSmith brand and marketing resources available in the Assets section. Logos and other assets cannot be modified. The Affiliate does not gain any trademark, copyright or any other rights to these materials.

The Affiliate will never falsely represent themselves, PocketSmith or their relationship with PocketSmith.

The affiliate will not engage in the distribution of unsolicited bulk email (spam) mentioning or referencing PocketSmith.

Modification

PocketSmith reserves the right to modify these terms and conditions.

Affiliates will always be notified of changes to terms and conditions.

We aim to keep all terms and conditions fair and reasonable for the purpose of maintaining good relations with our partners.

Term and Termination

Either party has the right to terminate the agreement.

If the affiliate terminates the agreement, no further commissions from PocketSmith will be paid for any past or future customer transactions.

PocketSmith may choose to terminate the Affiliate relationship in cases of serious misconduct or conflicts of interest. This may include, but is not limited to, an Affiliate behaving in a manner that is damaging or at odds with the values of PocketSmith, or where an affiliate falsely represents PocketSmith and communication breaks down.

In cases of serious misconduct PocketSmith reserves the right to terminate the affiliate relationship immediately and no further commissions will be paid to the affiliate. In cases of serious misconduct the affiliate must remove all PocketSmith branding from their webpages and social media.

PocketSmith considers the below list to be examples of serious misconduct and will terminate relations with websites that:

- Promote sexually explicit materials
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote illegal activities
- Incorporate any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law
- Are otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion
- Contain software downloads that potentially enable diversions of commission from other affiliates in our program

In the unlikely event that PocketSmith chooses to terminate the agreement due to, but not limited to, changes in business structure, the affiliate will continue to receive commissions for a further 3 months from the date of termination.

Disputes

In cases of disputes that cannot be resolved by negotiation, the applicable New Zealand trade laws will apply.

Limitation of Liability

PocketSmith will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, expenditures or data) arising in connection with this Agreement or the Program. Further, our

aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to the affiliate under this Agreement.