

Privacy Action Plan Affiliate Terms and Conditions

Last modified: June 16, 2022

As an authorized affiliate (Affiliate) of Privacy Action Plan (PAP), you agree to abide by the terms and conditions contained in this Agreement (Agreement). Please read the entire Agreement carefully before registering and promoting PAP as an Affiliate.

Your participation in the Program is solely to advertise our free educational webinar event to your audience for which you will receive a commission on memberships purchased by individuals using your affiliate link.

By signing up for the PAP Affiliate Program (Program), you indicate your acceptance of this Agreement and its terms and conditions.

1. Approval or Rejection of the Application

We reserve the right to approve or reject ANY Affiliate Program Application in our sole and absolute discretion. You will have no legal recourse against us for the rejection of your Affiliate Program Application.

2. Commissions

You will receive 45% of all revenue generated by the webinar through your affiliate link as your sole compensation if you use our in house affiliate software, which uses the WooCommerce Affiliate program. If you choose to use Clickbank, you will receive 40% of all revenue generated by the webinar through your affiliate link as your sole compensation.

Affiliates will be paid within 45 days of the close of the webinar promotion. If requested, we may be able to pay 50% of the commission within 14 days of the close of the webinar promotion. Cookies exist for 60 days.

We reserve the right to hold in reserve no more than 10% of the net profit for refunds and chargebacks for no longer than 90 total days from close of offer period. Any additional “clawbacks” realized after the webinar offer period closes, which has been distributed as commission to you, may be collected from you upon proof of the “clawbacks” for up to 12 months from date of webinar offer close or be subtracted from future webinar related revenue.

3. Termination

Your affiliate application and status in the Program may be suspended or terminated for any of the following reasons:

- Inappropriate advertisements (false claims, misleading hyperlinks, etc.).
- Conduct that is in material breach of this Affiliate Agreement or for conduct that PAP, in its sole discretion, deems to be harmful to its business or any third party.
- Advertising on sites containing or promoting illegal activities.
- Violation of intellectual property rights. PAP reserves the right to require license agreements from those who employ trademarks of PAP in order to protect our intellectual property rights.
- Offering rebates, coupons, or other form of promised kick-backs from your affiliate commission as an incentive.
- Fraudulent transactions, suspected Affiliate fraud.

In addition to the foregoing, PAP reserves the right to terminate any Affiliate account at any time, for any violations of this Agreement or no reason. If affiliate is terminated for unethical or illegal activities, the Affiliate will lose access to its Affiliate Dashboard and will forfeit all potential or unpaid Affiliate Fees.

4. Affiliate Links

You may use graphic and text links both on your website, social media and within in your email messages. We will provide you with suggested email templates that you can use, or you can modify these email templates as you see fit, or you can write your own emails as long as they are appropriate and ethical.

5. Liability

Our Affiliate Program is provided on an "as is" and "as available" basis and the use of the Affiliate Program is at your own risk. PAP makes no representations or warranties, either expressed or implied, with respect to the Affiliate Program, or any service or information provided through the Affiliate Program.

PAP is not responsible for any damages, injury or economic loss arising from the use of Affiliate Program. Should any part of the Affiliate Program cause damage or inconvenience to the Affiliate or anyone claiming through the Affiliate, the Affiliate assumes responsibility and the entire cost for them.

PAP will not be liable for indirect or accidental damages (loss of revenue, commissions) due to affiliate tracking failures, technical problems, employee mistakes, acts of God, loss of database files, or any results of intents of harm to the Program and/or to our website(s).

We do not make any expressed or implied warranties with respect to the Program and/or the memberships or products sold by PAP. We make no claim that the operation of the Program and/or our website(s) will be error-free and we will not be liable for any interruptions or errors.

6. Term of the Agreement

The term of this Agreement begins upon your acceptance in the Program and will end when your Affiliate account is terminated.

The terms and conditions of this agreement may be modified by us at any time. If any modification to the terms and conditions of this Agreement are unacceptable to you, your only choice is to terminate your Affiliate account. Your continuing participation in the Program will constitute your acceptance of any change.

7. Indemnification

The Affiliate will indemnify and hold harmless PAP, its directors, officers, employees, agents, subsidiaries, and third parties from and against any losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees, costs of investigation) arising out of or relating to the Affiliate's or any third party's operations or use of the Affiliate Program.

8. Relationship of Parties

PAP and the Affiliate are independent contractors. Nothing in this Affiliate Agreement will create any partnership, employment, representative, agency, or joint venture relationship between the parties. The Affiliate has no authority to act on PAP's behalf.

9. Modification

PAP may, in its sole discretion, change or modify this Affiliate Agreement at any time, with or without notice. Such changes or modifications shall be made effective for all Affiliates upon posting of the modified Affiliate Agreement to this web address: <https://www.PrivacyActionPlan.com>. The Affiliate is responsible for reading this document from time to time to ensure that its use of the Affiliate Program remains in compliance with this Affiliate Agreement.

If any modification is unacceptable to the Affiliate, its sole recourse shall be to terminate this Affiliate Agreement. The Affiliate's continued participation in the Affiliate Program will constitute binding acceptance of such modifications.

10. Governing Law, Jurisdiction, and Attorney Fees

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Nebraska. Any dispute arising under or related in any way to this Agreement shall be adjudicated exclusively in the state courts located in Lancaster County, Nebraska.

In the event of litigation to enforce any provision of this Agreement, the prevailing party will be entitled to recover from the other party its costs and fees, including reasonable legal fees.

11. Miscellaneous

You warrant and represent that you are over the age of 19 and are qualified to enter into this Affiliate Agreement.

You warrant and represent that your action and participation in the Affiliate Program is in compliance with all applicable laws, rules, regulations, and any requirements of governmental authority at all times. PAP reserves the right to terminate your participation in the Affiliate Program if PAP determines, in its sole discretion, that your actions or participation in the Affiliate Program is in violation of any laws, rules, regulations, or any requirements of governmental authority.

This Affiliate Agreement constitutes the entire understanding between PAP and you. This Affiliate Agreement supersedes any other contracts or understandings between the parties hereto and neither party shall be bound by any statements or representations that are not embodied in this Agreement.