# **Mannafy Affiliate Program Terms and Conditions**

Thank you for considering the Mannafy affiliate program. Our affiliates are very important to us. This agreement is designed with you in mind, as well as protecting you, mannafy, and our customers. Please read thoroughly. If you have any questions, please contact us at <a href="mailto:partners@mannafy.com">partners@mannafy.com</a>.

# **Affiliate Agreement**

This agreement describes the terms and conditions for participation in the mannafy affiliate program. In this agreement, the term "Affiliate" refers to you (the applicant). In this agreement, "Mannafy" refers to Mannafy, Inc., a Delaware Corporation, with whom you are entering this agreement. By applying to the mannafy affiliate program you are confirming that you have read the agreement and agree to the terms and conditions.

#### **Commissions**

For a sale to generate a commission to an Affiliate, the customer must complete the order form and remit full payment for the product or service. Commissions will only be paid on sales that are made when the customer clicks through qualified, correctly structured Affiliate links. Properly coded links are the sole responsibility of the affiliate. Commissions can be viewed on the Affiliate Dashboard. Third party products or services not sold directly by Mannafy are not included in the Mannafy affiliate program.

#### **Payment**

Affiliate commission processing can take up to 30 days from the confirmation of a sale via affiliate link, and payment will be issued by the 15th of the following month. Payments will generally be paid out via PayPal.

## **Refunds**

In the event 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.

## **Usage and Obligations**

Affiliates are permitted to use the Mannafy brand and marketing resources available on the website. 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 imply that they are acting on behalf of Mannafy and will never advertise Mannafy products directly. The Affiliate will never bid for advertisements that compete with Mannafy.

The Affiliate will never represent themselves, Mannafy or their relationship with Mannafy in a false or misleading way.

The Affiliate will not engage in the distribution of an unsolicited bulk email (spam) mentioning or referencing Mannafy.

#### **Term and Termination**

Either party has the right to terminate the agreement immediately without prior notice.

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

If Mannafy chooses to terminate the agreement, any balance greater than \$25 USD will be paid to the affiliate within 60 days of termination. Balances that are smaller than \$25 will be forfeited.

# **Governing Law**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules.

#### **Arbitration**

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Delaware. An award of arbitration may be confirmed in a court of competent jurisdiction.

## Modification

We may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but not limited to changes in the scope of available commissions, commission schedules, payment procedures and Affiliate Program rules.