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# Affiliate Agreement

Please read the entire agreement.

You may print this page for your records.

This is a legal agreement between you and brax.io.

By submitting the online application, you are agreeing that you have read and understand the terms and conditions of this agreement and that you agree to be legally responsible for each and every term and condition.

## Overview

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in the brax.io Affiliate Program. The purpose of this Agreement is to allow HTML linking between your web site and the brax.io web site. Please note that throughout this Agreement, “the merchant”, “we,” “us,” and “our” refer to brax.io, and “you,” “your,” and “yours” refer to the affiliate.

## Payments

We greatly value and appreciate those who recommend and promote our services and products to others.

Our affiliate program is private, and affiliates need to be approved before being able to promote our products and services.

Affiliates shall be responsible for all taxes and other similar levies as required by any law or regulation. Affiliate agrees as a condition of payment to accurately provide all identification and tax information necessary to allow us to comply with legal requirements.

Affiliates do not have the right to order any of our products or services using their own affiliate link. Such commissions will be voided and licenses will be cancelled.

## Relationships

The ability to advertise our products and services as an affiliate is non-exclusive and revocable in our discretion for any reason.

All proprietary information, trademarks, copyrights, and all other similar rights in and arising out of our products and services are, and shall continue to be, our exclusive property. Affiliates have a right to refer to our trademarks only so long as they remain active affiliates and otherwise comply with these terms.

Affiliates shall act exclusively as an independent contractor and is not an employee or agent. Nothing in this Agreement shall create a partnership, joint venture, agency, or franchise between the parties. Affiliates shall not sign any document in our name of or on our behalf, nor shall any affiliate hold itself out as being our agent or as having apparent authority to contract for or bind us to any contract.

Affiliates may not promote our products or services from any website or other location that engages in illegal conduct, according to both law of the jurisdiction where we are based and the law of the jurisdiction in which the affiliate resides. Additionally, affiliates agree to not promote our products or services from any website or other location that also contains or promotes 'adult' related products or services, whether or not there is nudity and.

We may cancel your application if we determine that your site is unsuitable for our Program, including if it:

- Promotes sexually explicit materials
- Promotes violence
- Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promotes illegal activities
- Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law
- Includes "Brax" or variations or misspellings thereof in its domain name
- Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.
- Contains software downloads that potentially enable diversions of commission from other affiliates in our program.
- You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are brax.io or any other affiliated business.

## Advertising

Affiliates are solely responsible for their own advertising, which must be truthful and not deceptive. Affiliate advertising is not pre-approved or reviewed by us.

## PPC Keyword Bidding Guidelines and Rules

Affiliates are not allowed to bid on our brand name. Any use of our brand name in keywords, ads, or URLs will automatically terminate this agreement and no payouts will be made.

# Junk Faxes

It is against US federal law to engage in commercial advertising using unsolicited faxes to persons located in the US. It is against the law, even if your country or jurisdiction may permit unsolicited fax advertising until a person opt-outs from receiving further advertisements.

We do not permit our affiliates to send unsolicited faxes advertising any of our products or services to anyone, or promoting affiliate's web pages or content on which our products or services are mentioned.

Any affiliate found to have sent unsolicited faxes, whether or not to someone they have an existing business relationship with, may, in our discretion, have their license and right to use and/or market our products and services terminated.

This terminating event will not result in a reimbursement of any monies that have been paid to us. Any owed commissions will be forfeited to us.

You also agree to defend, indemnify, and hold us harmless, including our owners, employees, independent contractors, subsidiaries, affiliates, attorneys, consultants, business associates, service providers, suppliers and agents, and anyone else, from any liability, claims, or demands, whether legal or equitable in nature, arising from your directly or indirectly sending unsolicited fax advertisements.

# Spam

It is against US federal law to engage in certain forms of commercial advertising using unsolicited email to persons located in the US.

We do not permit our affiliates to send unsolicited email advertising any of our products or services, or promoting affiliate's web pages or content on which our products or services are mentioned, irrespective of the law in your jurisdiction.

Any affiliate found to have sent unsolicited email, may, in our discretion, have their license and right to use and/or market our products and services terminated.

This terminating event will not result in a reimbursement of any monies that have been paid to us. Any owed commissions will be forfeited to us.

You also agree to defend, indemnify, and hold us harmless, including our owners, employees, independent contractors, subsidiaries, affiliates, attorneys, consultants, business associates, service providers, suppliers and agents, and anyone else, from any liability, claims, or demands, whether legal or equitable in nature, arising from your directly or indirectly sending unsolicited email advertisements.