

Affiliate Agreement

This Affiliate Agreement (“Agreement”) is made by and between You (“Affiliate”) and the North Coast Inline, Inc. dba Inline Certification Program (“Company”, and collectively, the “Parties”).

WHEREAS, in the course of its business, Company has developed, owns and offers for purchase various (certifications, workshops, classes, and educational materials); and

WHEREAS, Company has developed the ICP Affiliate Program through which affiliates apply and, if they are approved can participate in promoting the Company and its certifications, workshops, classes, and educational materials;

WHEREAS, the Parties desire to enter into such an agreement to provide for the non-exclusive advertisement and promotion of the Company and its certifications, workshops, classes, and educational materials (Program) by Affiliate, and to share certain resulting revenues from the sale thereof.

NOW, THEREFORE, the Parties agree as follows:

1. **PROGRAM.** Company agrees to provide Affiliate with a commission for any and all clients/participants/attendees that sign up for eligible certifications, workshops, and classes with Company. Affiliate is solely entitled to commissions for those clients who purchase/sign-up for the Program using the Affiliate’s unique URL link. Affiliate shall not receive any commissions for “sharing” information concerning the Program, even should the participate ultimately sign up for the Program.
2. **AFFILIATE.** Nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties as Affiliate(s) and Company alike. The Affiliate has no power or authority to bind Company to any obligation, agreement, debt or liability. The Affiliate shall not hold itself out as an agent or representative of owner.
3. **AFFILIATE COMMISSIONS; PAYMENTS.**
 1. **Affiliate Commissions.** Company shall provide Affiliate with a 5%-15% of purchase price of program for each individual who signs up through Affiliate’s link (“Affiliate Commission”).
 2. **Payment.** Affiliate Commission shall be paid to Affiliate within 30 days of receipt of client payment. All Affiliate Commissions shall be made via Paypal.
 3. **Refunds.** Affiliate is not entitled to any commission for any referral who receives a refund and/or any referral that defaults on a payment.
 4. **Affiliate has the right to receive its accrued Affiliate Commissions through the terminate date of this Agreement. Affiliate is not entitled to any Affiliate Commissions after the said date, even if a referred client ultimately signs up for the Program through Affiliate’s unique link, absent any commissions accrued prior to the Termination Date.**
 5. **Affiliate must disclose that she is an affiliate in all promotions per Federal Trade Commission Guidelines.**

4. **TERM** The term of this Agreement (“Term”) shall begin on the date the Affiliate applies to the Affiliate Program and shall continue until terminated by either Party in accordance with this Agreement.

5. **TERMINATION**. This Agreement may be terminated by either Company or Affiliate, with or without cause, by providing the other Party written notice of termination. This Agreement shall be effectively terminated upon written receipt by the other Party (“Termination Date”).

1. **COMPANY’S RIGHT TO DENY CLIENT**. Company reserves the unconditional right to accept or deny any potential client referred by Affiliate.

2. **TAXES**. Any Affiliate that receives an Affiliate Commission from Company shall be obligated to fill out a W9 (for those in the United States) or a W8BEN (for international affiliates), as is required by the Internal Revenue Service.

3. **NO REPRESENTATIONS REGARDING INCOME POTENTIAL**. Company makes no representation or guarantee with regards to income potential or earnings as a result of entering into the Affiliate Agreement.

4. **NON-EXCLUSIVITY**. Company nor Affiliate agrees to work exclusively with the other Party regarding referrals of potential new clients, affiliate(s), or affiliate programs for and of other companies or business activities.

5. **MODIFICATION**. Company shall reserve the right to modify any terms and conditions of this Agreement upon written notice to the Affiliate.

6. **INDEMNIFICATION AND LIABILITY**. Each party shall indemnify, defend and hold harmless the other Party, their affiliates and employees, against all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys’ fees and costs, arising out of, or relating to, Affiliate’s participation or action(s) under this Agreement. Affiliate agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, Affiliate’s participation under this Agreement, unless expressly stated otherwise by Company in writing.

7. **REPRESENTATIONS AND WARRANTIES**. Each Party represents and warrants that:

1. it has the necessary requisite power and authority to enter into this Agreement, to carry out its obligations hereunder, and to grant the rights herein granted;
2. it will conduct business in a manner that reflects favorably on the other Party and its products and services;
3. it will make no false or misleading representations with respect to the other Party and its products and services; and
4. it will make no representations, warranties, or guarantees with respect to the specifications, features, or capabilities of the other Party’s products, programs and services that are inconsistent with the other Party’s business and services.

8. **CONFIDENTIALITY; INTELLECTUAL PROPERTY**. Affiliate shall not disclose any terms of this Agreement to any third parties. This Agreement is the sole ownership of the Company and Affiliate is not authorized to use this Agreement for their own use and business.

9. DISPUTE RESOLUTION.

1. If a dispute should arise under this Agreement, the parties agree to attempt to resolve the dispute, claim or controversy through arbitration and/or a suitable Alternative Dispute Resolution located in Cleveland, OH, regardless of the location of the Affiliate, and agree to be bound by the decision(s) of the selected Mediator as set forth in the Mediation Agreement. The Parties agrees to participate in good faith in the mediation process and failure to do so may result in the Company's right to pursue any other available legal remedies, including but not limited to alternate forms of dispute resolution or litigation.
 2. This Agreement shall be governed and constructed in accordance with the laws of the State of Ohio, regardless of where the conflict may have arisen and the laws and principles thereof.
 3. Any costs and fees associated with the mediation shall be paid in accordance with the terms of the mediation agreement.
 4. Should an arbitrator determine any portion of this Agreement is invalid or otherwise unenforceable, both parties agree all remaining portions of this Agreement shall remain valid, unaffected and enforceable.
 5. Both Parties agree, that should a dispute arise, both Parties are prohibited from publicly or privately discussing the matters leading up to the dispute, resulting in the dispute, or the final terms and conditions of the Mediation Agreement.
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1. WAIVER. No failure or delay by Company to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
 2. ASSIGNMENT. This Agreement may not be assigned by other Party.
 3. FORCE MAJEURE. In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.
 4. COUNTERPARTS. This Agreement may be executed in one or more counterparts (including by means of facsimile or electronic mail via portable document format), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
 5. SEVERABILITY. Both Parties agree that should any provision of this agreement be or become invalid, unenforceable or illegal under applicable law, all remaining provisions of this Agreement shall remain valid and unaffected and shall remain in full force and effect.
 6. GOVERNING LAW. This Agreement shall be governed and constructed in accordance with the laws of the State of Ohio regardless of where the conflict may have arisen and the laws and principles thereof.

7. ENTIRE AGREEMENT; HEADINGS. This Agreement constitutes the entire agreement between the Affiliate and the Company with respect to its relationship and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to terms of this Agreement. Neither course of performance, nor course of dealing, nor usage of trade, shall be used to qualify, explain, supplement or otherwise modify any of the provisions of this Agreement. No amendment of, or any consent with respect to, any provision of this Agreement shall bind either party unless set forth in a writing, specifying such waiver, consent, or amendment, signed by both parties. The headings of Sections in this Agreement are provided for convenience only and shall not affect its construction or interpretation.

By applying to be a part of our affiliate program, and hence becoming an Affiliate, you accept the above listed Terms and Conditions.