

# ABC Leads Affiliate Program Agreement

[http://www.abcleadsaffiliate.com/affiliate\\_program\\_agreement.html](http://www.abcleadsaffiliate.com/affiliate_program_agreement.html)

**Please read the agreement document below before registering.**

**1) Term of the Agreement:** The term of this Agreement will begin upon our acceptance of your Affiliate application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. You are only eligible to earn referral fees on sales occurring during the term you are an approved affiliate of ABCLeads.com.

**2) Modification:** We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by informing you in writing, **ONLY OF AVAILABLE REFERRAL FEES OR FEE SCHEDULES**. Any other modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures and Program rules. **IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR NOTICE OF A CHANGE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.**

**3) Use of ABCLeads.com Links:** Upon approval of your affiliate application you will have access to our links by logging into your account at [www.abc-affiliates.com/login.html](http://www.abc-affiliates.com/login.html). ABCLeads.com will provide the html coding for these leads upon login. These links will contain a tracking link embedded with your affiliate ID. Do not alter these links in any manner. Alteration may result in a loss of commissions. It is your responsibility to integrate these graphics into your web pages, emails, and newsletters without alternation. ABCLeads.com will not be responsible for your failure to properly integrate the links of ABCLeads.com into your web pages, emails, and newsletters.

**4) Your Web Site:** Your web site is your responsibility. ABCLeads.com is in no way responsible for the maintenance, creation, design, operation, or costs associated with your website. You agree that your website will not create the impression that it is a part of ABCLeads.com or appear similar to ABCLeads.com or any of our consumer websites which may be found on ABCLeads.com.

**5) Commissions:** Commission reports are run on the 10th of each month for the previous month's leads. ABCLeads.com agrees to pay you per qualified lead basis for all commissions of over \$1. All leads must be unique and must not have been charged back for any of the reasons listed on the Reasons for Chargeback page. Commission rates are set on a per affiliate basis. Upon your acceptance into our program, you will be emailed your agreed upon commission rates. These may change from month to month depending on the monthly incentives and/or product demand. All commissions are paid on ABC Leads statistics and tracking and not off the affiliates numbers.

**6) Unsolicited Emails:** We are against the use of SPAM. By entering into an agreement with ABCLeads.com, you agree not to send unsolicited emails, commercial mail to any persons who have not agreed to receive mail from you and your partners. You shall always include an easy method for people to Opt-Out of receiving communication from you and your company.

**7) Contests and Incentives:** We are against the use of incentives and contests. It has been our experience that these methods produce a large volume of unqualified leads. If it is found that your advertising methods contain any sort of incentive or contest, we reserve the right to terminate your affiliate partnership immediately thus deleting any commissions not yet paid.

**8) Reporting and Tracking:** ABCLeads will provide accurate reporting and tracking. The tracking and reporting may be viewed by logging into your account. Upon approval of your application you will be assigned an affiliate ID. The password is of your choosing. Accurate tracking is dependent upon properly integrating the links into your web pages, emails, or newsletters without alteration. If these links are not properly integrated, they may result in inaccurate tracking and a loss of commissions.

**9) Limitation of Liability:** We will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under to this Agreement.

**10) Independent Investigation:** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

**11) Miscellaneous:** This Agreement will be governed by the laws of the United States and the State of Rhode Island, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

**12) Agreement:** You agree that you have read this Agreement and have agreed to all the terms and conditions listed within the agreement.