



AFFILIATE AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND TIPS Y AND SWIFTLY GROUP.

BY SUBMITTING THE ONLINE APPLICATION, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD 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 Topsy and Swiftly Group's Affiliate Program. The purpose of this Agreement is to allow HTML linking between your website and the Topsy and Swiftly Group website. Please note that throughout this Agreement, "we," "us," and "our" refer to Topsy and Swiftly Group, and "you," "your," and "yours" refer to the affiliate.

AFFILIATE OBLIGATIONS

2.1. Enrollment

To begin the enrollment process, you will complete and submit the online application at the Topsy and Swiftly Group server. The fact that we auto-approve applications does not imply that we may not re-evaluate your application later. We may reject your application at our sole discretion. Applications may be canceled if your site is deemed unsuitable, including but not limited to the following reasons:

- 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 that infringe or assist others in infringing copyright, trademarks, or other intellectual property rights.
- Includes Topsy and Swiftly Group or variations thereof in its domain name.
- Is otherwise unlawful, harmful, threatening, defamatory, obscene, harassing, or objectionable in our sole discretion.
- Contains software downloads that potentially divert commissions from other affiliates in our program.
- Mimics or implies affiliation with Topsy and Swiftly Group in a deceptive manner.

2.2. Program Participation

As a member of Topsy and Swiftly Group's Affiliate Program, you will have access to the Affiliate Account Manager. Here, you can review program details, download HTML code for linking to our website, and access tracking codes, coupons, and promotional materials. You must use the provided HTML code to ensure accurate tracking of visitors from your site.



2.3. Compliance Monitoring

Tipsy and Swiftly Group reserves the right to review and approve the placement of affiliate links. Failure to comply with our guidelines may result in termination of your participation in the program.

2.4. Site Maintenance

You are responsible for maintaining and updating your site. We may monitor your site and suggest changes to enhance performance.

2.5. Legal Compliance

You are solely responsible for ensuring your site's compliance with intellectual property laws. Unauthorized use of copyrighted materials is your responsibility.

TIPSY AND SWIFTLY GROUP RIGHTS AND OBLIGATIONS

3.1. Monitoring

We may monitor your site to ensure compliance with this Agreement. If necessary, we will notify you of required changes.

3.2. Termination for Misconduct

We reserve the right to terminate this Agreement and your participation in the Tipsy and Swiftly Group Affiliate Program immediately for any misconduct, including fraud or abuse of the program.

3.3. Agreement Duration

This Agreement begins upon acceptance of your application and continues until terminated by either party.

TERMINATION

Either party may terminate this Agreement at any time, with or without cause, by providing written notice. This Agreement will also terminate immediately upon any breach of its terms.

MODIFICATION

We may modify the terms and conditions of this Agreement at any time. You will be notified of changes via email. Continued participation in the program indicates your acceptance of the modifications.



PAYMENT

Payments are handled by a third-party processor, such as Stripe or another. Review the payment processor's terms and conditions via our website. Amount received will be stated via email each month.

AFFILIATE ACCOUNT INTERFACE

You will create a password to access Topsy and Swiftly Group's secure affiliate portal for commission reports.

PROMOTION RESTRICTIONS

8.1. Prohibited Advertising

Prohibited forms of advertising include, but are not limited to:
Spamming.

- Misrepresentation of affiliation with Topsy and Swiftly Group.
- Concealing identity, domain name, or return email.

8.2. Paid Advertising Restrictions

Affiliates may not use Topsy and Swiftly Group trademarks or variations thereof as keywords in paid advertising campaigns. Violators may be banned without notice.

8.3. Prohibited Software

Affiliates may not use deceptive software or marketing tactics, such as pop-ups, to generate traffic to the Topsy and Swiftly Group site.

GRANT OF LICENSES

9.1. License to Use Materials

We grant you a revocable, non-transferable license to use our trademarks and logos solely for promoting our program.

9.2. Restrictions

Both parties agree not to use each other's proprietary materials in a disparaging or misleading way.

DISCLAIMER

Topsy and Swiftly Group makes no warranties regarding the program or its services. We are not responsible for service interruptions or errors.



REPRESENTATIONS AND WARRANTIES

You warrant that:

- You have the legal authority to enter into this Agreement.
- You possess the necessary rights to perform your obligations under this Agreement.

LIMITATIONS OF LIABILITY

Tipsy and Swiftly Group will not be liable for indirect, incidental, or consequential damages related to this Agreement.

Indemnification

You agree to indemnify Tipsy and Swiftly Group and its affiliates against claims, damages, and liabilities arising from your participation in the program.

If you have any questions, please contact Tipsy and Swiftly Group's Affiliate Support Team via chat on our website.