

Affiliate Marketing Program Agreement (Business Account)

Effect Date: ()

1. Parties:

This Affiliate Marketing Agreement (hereinafter referred to as “Affiliate Marketing Agreement”) shall enter into force upon the execution via electronic environment between:

First Party: www.quickbrokerapp.com

hereinafter referred to as

“QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY W.L.L”
(License No.: 2022/4829).

Located at:

Kuwait, Al-Mirqab,
Block 2 , Abdulaziz Hamad Al Saqer St,
Al-Tujjar Tower, Floor 10, Office 41

Email: AMP-Support@quickbrokerapp.com

Second Party: ()

Commercial License No.: ()

Authorized signatory Name: ()
ID No. ()

1st Mobile No.: () 2nd Mobile No.: ()

Company Address:

Country:() State:()

City: ()

Block No.: ()

Street No./Name:()

Building No./Name:()

Floor No.: () Office No.: ()

Company Email: ()

who agrees to the terms and conditions under “Portal” and to the annexes which are integral parts of this “Affiliate Marketing Program Agreement” to be a User of www.quickbrokerapp.com “Portal”.

2. Preamble

WHEREAS “QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY” seeks to extend its market reach and enhance promotional efforts through strategic relationships with entities and companies that have a nature of marketing and/or professional course training for marketing materials.

WHEREAS the Second Party possesses expertise in affiliate marketing and a robust network of individual marketers, agreeing to collaborate with the **First Party** to promote and sell www.quickbrokerapp.com “Portal” products and services.

WHEREAS, the Second Party will operate through its team of individual marketers and/or his/her employees, leveraging their skills to maximize outreach and sales, under the terms & conditions in this Agreement.

WHEREAS this collaboration is structured to mutually benefit both the First Party and the Second Party through a commission-based incentive system, where commissions are derived from the sales generated by the Second Party and his/her teams.

WHEREAS recognizing the potential of this direct collaboration, both Parties agree to adhere to the terms and conditions stipulated herein, ensuring compliance, transparency, and the achievement of their shared goals.

NOW, THEREFORE, this Agreement outlines the general terms and conditions under which the Second Party and his/her teams will operate as affiliate marketers, serving as the guiding document for their collaboration.

3. Definitions

- **Affiliate Marketing Agreement:** The contractual agreement between “QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY” (the "First Party") and () (the "Second Party") outlining the terms of their collaboration in the affiliate marketing Program.
- **Quick Broker App Services and/or Quick Broker App Company:** A renowned provider of software development services, digital products, and downloadable content, consultation services, affiliate marketing seeking to extend its market reach through strategic affiliate marketing.
- **Second Party ():** The company collaborates with “QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY”, leveraging his/her network of affiliate marketers and/or his/her employees to promote and sell “QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY” products and services.

- **Affiliate Marketer:** An individual who operates under the Second Party, leveraging their skills and network to promote and sell First Party and/or First Party Clients' products and services, and earning commissions based on the sales generated.
- **Affiliate Marketers Portal:** The online platform where the Second Party and his/her teams can access the terms of the agreement, marketing materials, and commission records.
- **Commission:** in general, it is the percentage part of sales revenue awarded to the Second Party and his/her team based on sales generated through affiliate marketing links and/or discount codes.
- **Main Commission:** is the commission calculated from sales revenue from the Main Discount Code which belongs to the Second Party only and is based on sales generated through the main affiliate marketing link and/or main discount code.
- **Sub-Codes Commissions:** these are commissions calculated from sales revenue from the Sub-Codes that belong to the team and/or affiliate marketers who work under the responsibility of (Second Party) the Business Account holder and are based on sales generated through affiliate marketing links and/or discount codes.
- **Confidential Information:** All information exchanged between the Parties that is designated as confidential, including private, personal, and commercial data.
- **Force Majeure:** Events beyond the control of **Quick Broker App Company** that may delay or prevent the performance of obligations, including natural disasters, wars, strikes, and internet failures.
- **Intellectual Property:** All copyrights, trademarks, industrial designs, patents, trade secrets, and other intellectual property rights are held by “**QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY**”.
- **Marketing Code and/or Discount Code and Sub-Code:** A unique code created by (Second Party) the Business Account holder through www.quickbrokerapp.com “Portal” for promotional activities, subject to renewal based on performance metrics.
- **Portal Terms of Use:** This agreement has guidelines governing the use of the www.quickbrokerapp.com “Portal” platform by the Second Party.
- **Privacy Policy:** The policy outlining how www.quickbrokerapp.com “Portal” collects, processes, and protects user data, accessible via a link in the Confidentiality clause.

4. Acceptance

- Digital acceptance of this agreement via the Affiliate **Marketers** Portal constitutes agreement to these terms and the associated Privacy Policy.

5. Registration and Approval

The second Party (Business Account holder) is responsible for all his/her team and affiliate marketers' registration through our website. Acceptance into the affiliate marketing program is subject to approval by “**QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY**”. Approval is based on a review of the applicant's qualifications and alignment with our client's needs. “**QUICK BROKER APPLICATION FOR WEBSITE DESIGNING**”

COMPANY” reserves the right to refuse any application or terminate an affiliate marketer account at its discretion, based on performance or compliance with our program standards.

6. Second Party, his/her Team, and Affiliate Marketers' Obligations

Obligations of the Affiliate Marketer (User)

The obligations of the affiliate marketer (user) according to the "Electronic Agreement Contract (Affiliate Marketing Program Agreement)" are as follows:

Understanding and Acceptance:

The user must understand and accept all terms and conditions on the portal and in the Affiliate Marketing Program Agreement, complying with all applicable laws, moral principles, rules, and declarations specified on the portal.

Confidentiality and Data Security:

The user is responsible for ensuring the security of their username and password for logging into their account, using them exclusively and individually, and protecting them from third parties. The user is responsible for any damage caused due to negligence.

Accuracy of Data:

The user agrees to provide accurate data and content that complies with the law, ensuring that the publication or sale of such data is not illegal. The company is not obligated to verify the accuracy of data provided by the user and is not liable for any damages arising from inaccurate or false data.

Lawful Transactions:

The user must make transactions on the portal for lawful purposes, bearing legal and criminal liabilities for any actions or transactions made. The user must not reproduce, copy, share, or transfer any content on the portal in violation of personal or real rights and property rights of the company or third parties.

Marketing Obligations:

- a. The user must follow the instructions and guidance provided for each product or service marketed, binding them to reach the monthly and quarterly goals. The process of renewing the marketing code is contingent on achieving these goals.
- b. The Second Party and his/her teams must conduct all promotional activities ethically and legally, ensuring that their methods comply with all applicable laws and regulations.
- c. The Second Party and his/her teams are strictly prohibited from engaging in spamming practices, including unsolicited mass emailing, unauthorized placements of promotional materials on third-party properties, or any form of digital content distribution that could be deemed invasive or unethical.
- d. The Second Party and his/her teams must adhere to **Quick Broker App Company** promotional guidelines, utilizing only approved marketing materials and adhering to brand guidelines. Marketing efforts must preserve the reputation of both **Quick Broker App Company** and the product owners, avoiding any actions that could negatively impact search engine rankings or public perception of the products.
- e. Any promotional activity likely to harm the reputation of **Quick Broker App Company**, and/or the product owners, or negatively impact SEO rankings through unethical practices will be considered a breach of this Agreement and may result in immediate termination of the contractual affiliate marketing agreement.

Non-Transferability:

The user cannot transfer or assign the Affiliate Marketing Program Agreement or their rights and obligations under it to any third party without the written approval of the company.

Marketing Discount Code and Performance Obligations

- a. Instructions and guidance are considered an appendix and part of the affiliate marketing program agreement and following them is binding on the Second Party with all his/her team of affiliate marketers/users to reach the monthly and quarterly goals for each product/service for which codes were created by the Second Party.
- b. The process of renewing the code requires that the Second Party with all his/her team of affiliate marketers/users, in the previous period (90 days), have achieved the sales and monthly and quarterly goals assigned to them for each product/service separately. If they are unable to achieve the minimum goals and sales, then for all codes the renewal process will be frozen until further notice.
- c. The discount percentages for customers, the commission percentage for the Second Party (Business Account holder), and all affiliate marketers (users of www.quickbrokerapp.com “Portal”) from his/her team will be determined through the code creation process step, and this is only by the Second Party action, where the terms and conditions found in the instructions and guidance for each product/service will be applied.

7. Commission Structure

Allocation of percentage of sales revenue

- **Commissions are earned based on sales made through affiliate links and/or discount codes. The specific percentage of sales revenue allocated as commission is determined as follows:**
- The Second Party (Business Account holder) in the step process of creating discount codes, will have the authority to determine the discount percentage for his/her customers and also determine the commission percentage for his/her main code, and determine the commission percentage for each person in his/her team and/or affiliate marketers who work under him/her, that they will receive from every paid sale/subscription that takes place when using their codes.
- The percentages of discounts for customers and commissions for the Second Party and for each person in his/her team and/or affiliate marketers who work under him/her, with each product or service will be determined separately due to the different marketing nature of each product or service (this will be included and mentioned in the instructions and guidelines for each project)

Commission Withdrawal

- The Second Party (Business Account holder) and his/her team of affiliate marketers/users must submit a commission withdrawal request once a month and individually for each user, at the beginning of the new month for the previous month.
- Requests must be submitted between the 1st and 5th of the new month, and commissions are deposited within 7 to 15 working days after submission.
- If the code is created and/or the first use of the code (sale) after the 25th of the month, the withdrawal process is delayed to the month following the new month.

- For any member of his/her team and/or affiliate marketer, If the member commissions total less than \$150, the withdrawal process is delayed to the next month.
- For the Second Party (Business Account holder), his/her commissions are based on two sources (**from his/her Main Code and part from each Sub-code**), **If the sum of Total commissions** [Total commissions generated from the Main Code] **additional to** [Total commissions generated from All Sub-Codes] are less than \$500, the withdrawal process is delayed to the next month.
- The method of transferring commission amounts is bank transfer only, and the Second Party is responsible for ensuring the accuracy of the information for his/her company documents, IBAN certificate, and National ID while submitting the commission withdrawal request, to ensure receipt.
- The method of transferring the commissions' amounts is bank transfer only, and others such as the Second Party employees, and/or his/her affiliate marketers (his/her team) are responsible for ensuring the accuracy of the information for their IBAN certificate and National ID while submitting the commission withdrawal request, to ensure receipt.
- Special cases where transfers fail may be handled through alternative methods agreed upon by both parties.

Records

Detailed records relating to sales and commissions will be maintained and made available through the www.quickbrokerapp.com "Portal".

8. Rights of "QUICK BROKER APPLICATION FOR WEBSITE DESIGNING COMPANY"

Service Provision and Termination:

Quick Broker App Company agrees to provide the services mentioned in the Affiliate Marketing Program Agreement, including operating and establishing the necessary technological infrastructure. However, **Quick Broker App Company** reserves the right to stop or terminate its technological infrastructure and services without notice at any time.

Content Management and User Conduct:

Quick Broker App Company reserves the right to terminate access for users, delete information and content uploaded by users, and change the services and contents provided on the portal without notice. Users are required to immediately comply with any changes or corrections requested by **Quick Broker App Company**. Failure to comply may result in legal and criminal liabilities.

Third-Party Links and Liability:

Quick Broker App Company may provide links to other websites or content owned or operated by third parties. These links are for ease of reference only and do not constitute any form of verification or guarantee by **Quick Broker App Company**. **Quick Broker App Company** is not responsible for the content, services, or products accessed through these links.

Data Security and Confidentiality:

Quick Broker App Company is authorized to disclose confidential, private, personal, and commercial data to official authorities if required by applicable legislation. Users cannot claim compensation for such disclosures. **Quick Broker App Company** may also use personal data for communication, research, marketing, and statistical analysis, provided that legal requirements are met.

Legal Compliance and Intellectual Property:

Quick Broker App Company operates as a hosting provider in compliance with relevant laws and is not obliged to verify the accuracy of content provided by users. Users must not use, copy, modify, distribute, or reverse-engineer **Quick Broker App Company** intellectual property without explicit consent. **Quick Broker App Company** retains the right to take legal action against any infringement.

Modification of Terms:

Quick Broker App Company may unilaterally modify the Affiliate Marketing Program Agreement at any time by announcing changes on the portal. The modified terms will enter into force upon publication, and users are required to comply with these changes. **Quick Broker App Company** is not liable for any losses or damages resulting from these modifications.

Force Majeure:

Quick Broker App Company is not liable for any delay or non-performance of its obligations due to events beyond its control, such as natural disasters, wars, strikes, and internet failures. These events do not constitute a breach of the agreement, and no compensation can be claimed from **Quick Broker App Company**.

audits of Affiliate activities

Quick Broker App Company reserves the right to perform audits of affiliate activities to ensure adherence to agreement terms.

9. Account Termination

Quick Broker App Company may unilaterally terminate the Affiliate Marketing Program Agreement and suspend or terminate a user's account without notice or compensation for any action contrary to the portal's rules or if the user poses a risk to information security. Additionally, this agreement may be terminated by either party with thirty (30) days' written notice (within any time by suspending or stopping using the affiliate discount code). Immediate termination applies in instances of contract breach or unethical affiliate behavior.

10. Intellectual Property

Quick Broker App Company retains all rights to its intellectual property. Users are not entitled to sell, process, share, distribute, or expose the services and information, nor allow another person to access or use these services. The works subject to copyright cannot be reproduced, processed, distributed, or any work derived from these cannot be produced except where **Quick Broker App Company** explicitly gives consent under the Portal Terms of Use. **Quick Broker App Company** grants users permission to view advertisements and use the interface only to learn about the content of the advertisement. It does not give consent or permission to users to access all or a certain number of advertisements through its database

for other purposes, such as copying, publishing, processing, transferring to other databases, or giving access to third parties. The Second Party (Business Account holder) and his/her team of affiliate marketers/users receive a non-exclusive, non-transferable license to use **Quick Broker App Company** trademarks and marketing materials within the scope of this agreement.

11. Confidentiality

All confidential information exchanged during this agreement must remain confidential unless disclosure is required by law or authorized by **Quick Broker App Company**. For more details, please refer to our **Privacy Policy** ([insert link](#)).

12. Dispute Resolution

Any disputes arising from or related to this agreement will be governed by the laws of Kuwait. The competent courts for resolving disputes shall be the local courts in the jurisdiction of the second party. Initial resolution efforts will be through mediation, and if necessary, through arbitration, adhering to local laws.

13. General Provisions

- These terms constitute the entire agreement between **Quick Broker App Company** and the Second Party regarding the affiliate marketing program.
- Any modifications to these terms will be posted on the website www.quickbrokerapp.com “Portal” and effective immediately.

14. Contact Information

For queries regarding these terms, please contact [**Quick Broker App Company**].
Email: Legal-Dept@quickbrokerapp.com