

Holicai Affiliate Partner Program Detailed Terms and Conditions

Effective Date: April 29, 2023

1. Overview

1.1. These Terms and Conditions ("Agreement") govern the Holicai ("we," "us," or "our") Affiliate Partner Program ("Program") between you ("Affiliate") and Holicai, a company registered under [jurisdiction] laws ("Company"). By completing the signup process, you agree to be bound by the terms and conditions stated herein.

1.2. The Program is designed to enable the Affiliate to earn commissions by promoting and referring customers to Holicai's products and services.

2. Enrollment

2.1. To enroll in the Program, you must submit a completed Affiliate Partner Signup Form available on the Company's website. The Company reserves the right to accept or reject any application at its sole discretion, based on factors including but not limited to: website content, promotional methods, and compliance with applicable laws.

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3. Affiliate Obligations

3.1. Promotion and Marketing: The Affiliate agrees to promote Holicai products and services using the provided marketing materials (such as banners, text links, and email templates) and unique affiliate tracking links. The Affiliate must ensure that all promotional content and methods comply with applicable laws, regulations, and any guidelines provided by the Company.

3.2. Accurate Information: The Affiliate must provide and maintain accurate and up-to-date personal and payment information in their Affiliate Dashboard.

3.3. Prohibited Activities: The Affiliate must not engage in any misleading, fraudulent, or malicious activities, including but not limited to: spamming, using false information, generating fraudulent traffic, or misrepresenting Holicai products and services.

3.4. Compliance with Laws: The Affiliate is responsible for disclosing their affiliate status in accordance with applicable laws and regulations, such as the Federal Trade Commission (FTC) guidelines in the United States.

4. Commission Structure and Payments

4.1. Commission Rates: The Affiliate will earn a commission based on the percentage of net revenue generated by referred customers, as specified in the Program. The commission rates may vary depending on the product or service category and any promotional campaigns.

4.2. Tracking and Reporting: The Company will track the sales generated through the Affiliate's unique tracking links and provide the Affiliate with access to reports detailing the referred customers, sales, and commissions earned.

4.3. Payment Terms: Commissions will be calculated and paid on a monthly basis. Payments will be made within 30 days of the end of each calendar month, provided the Affiliate's account balance meets the minimum payment threshold (e.g., \$100). Payment methods include but are not limited to bank transfer, PayPal, or other methods specified by the Company.

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4.4. Chargebacks and Refunds: In the event of chargebacks, refunds, or cancellations, the Company reserves the right to deduct any affected commissions from the Affiliate's account balance.

4.5. Modifications: The Company reserves the right to modify the commission structure or payment terms at any time, with 30 days' written notice to the Affiliate.

5. Intellectual Property

5.1. License Grant: The Company grants the Affiliate a non-exclusive, non-transferable, and revocable license to use the provided marketing materials solely for the purpose of promoting Holikai products and services.

5.2. Restrictions: The Affiliate agrees not to alter or modify the provided marketing materials without prior written consent from the Company. The Affiliate must not infringe upon the Company's copyrights, trademarks, or any other intellectual property rights. Termination

6. Termination

6.1. Termination by Either Party: Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party. The notice may be delivered via email or any other appropriate method of communication.

6.2. Termination for Breach: The Company reserves the right to terminate this Agreement immediately and without notice if the Affiliate breaches any terms of this Agreement or engages in any activities deemed harmful to the Company's reputation or business interests.

6.3. Effects of Termination: Upon termination, the Affiliate must cease all promotional activities, remove all marketing materials provided by the Company, and discontinue the use of any unique affiliate tracking links. Any outstanding commissions owed to the Affiliate will be paid within 60 days of termination, provided the Affiliate's account balance meets the minimum payment threshold.

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7. Limitation of Liability

7.1. The Company shall not be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with this Agreement, including but not limited to lost profits or loss of business opportunity, even if the Company has been advised of the possibility of such damages.

7.2. The Company's total liability under this Agreement, regardless of the cause of action or legal theory, shall not exceed the total commissions paid or payable to the Affiliate under this Agreement during the six (6) months preceding the event giving rise to the liability.

8. Indemnification

8.1. The Affiliate agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, and expenses (including reasonable attorney fees) arising from the Affiliate's breach of this Agreement or any applicable laws and regulations.

9. Governing Law and Dispute Resolution

9.1. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is incorporated, without regard to its conflict of law principles.

9.2. Any disputes arising out of or in connection with this Agreement shall be resolved through negotiation between the parties or, failing that, by submission to the appropriate court of competent jurisdiction.

10. Modification

10.1. The Company reserves the right to modify or amend this Agreement at any time, with 30 days' written notice to the Affiliate. Continued participation in the Program after any modification constitutes acceptance of the updated terms and conditions.

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11. Entire Agreement

11.1. This Agreement, along with any documents or guidelines incorporated by reference, constitutes the entire understanding and agreement between the Affiliate and the Company with respect to the subject matter hereof and supersedes any prior understandings or agreements, whether written or oral.

12. Severability

12.1. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be deemed replaced by a valid and enforceable provision that most closely reflects the original intent of the parties.

13. No Waiver

13.1. The failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision or the right to enforce it at a later time.

14. Independent Contractor Relationship

14.1. The relationship between the Affiliate and the Company is that of independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, employer-employee, or agency relationship between the parties.

15. Assignment

15.1. The Affiliate may not assign or transfer this Agreement or any rights or obligations hereunder, without the prior written consent of the Company. The Company may assign or transfer this Agreement, or any of its rights or obligations hereunder, at its sole discretion and without restriction.

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16. Notices

16.1. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, by email, or by certified or registered mail, postage prepaid, return receipt requested, to the respective addresses or email addresses of the parties as provided in the Affiliate Partner Signup Form or as updated from time to time.

17. Force Majeure

17.1. Neither party shall be held responsible for any delay or failure in performance of its obligations under this Agreement to the extent such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, labor disputes, or government actions.

18. Survival

18.1. Any provisions of this Agreement that by their nature should survive termination, including but not limited to provisions relating to intellectual property rights, indemnification, limitations of liability, and governing law, shall survive the termination of this Agreement and continue in full force and effect.

19. Headings

19.1. The headings in this Agreement are for convenience only and shall not affect the interpretation or construction of any provision hereof.

By submitting the Affiliate Partner Signup Form, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement. If you do not agree with these terms and conditions, you should not submit the Affiliate Partner Signup Form or participate in the Holcai Affiliate Partner Program.

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