

Legal Document Question-Answering System

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2. Ask a Legal Question

Enter your legal question:

what do you know about CHASE AFFILIATE AGREEMENT? in which category is it listed?

Submit Question

Answer

Based on the context provided, here is what is known about the CHASE AFFILIATE AGREEMENT:

It is a legal and contractually binding agreement between Chase Bank USA, N.A. ("Chase") and an "Affiliate" participating in the Chase Affiliate Program. The agreement outlines the following key points:

- **Purpose:** An Affiliate can place links from their website to Chase.com. Chase will pay the Affiliate a referral fee for each approved credit card account that comes from one of those links.
- **Enrollment:** To join, a potential affiliate must submit a complete "Affiliate Registration Form." Chase reserves the right to accept or reject any registration, particularly if the affiliate's site contains "Restricted Content" such as unlawful material, promotion of illegal activities, or hate speech.
- **Fees:** Affiliates earn a commission for each "Approved Account," which is defined as a credit card application submitted through the affiliate's link that is approved by Chase and reported as such.

- **Termination:** The agreement begins when Chase approves the registration and can be terminated by either party at any time, with or without cause, by giving written or email notice.
- **Trademarks:** Affiliates are granted a non-exclusive, revocable right to use Chase's logos and trademarks ("Licensed Materials") but must get prior written approval from Chase for any materials that incorporate them.
- **Commercial Use:** The program is intended for commercial use, but affiliates are not in violation of the agreement if they use the program to apply for credit cards for their own use.

The context lists this agreement under the category or label **Exhibit 10.33**.



Top 3 Relevant Contexts

▼ Evidence Chunk 1

Exhibit 10.33 Last Updated: April 6, 2007 CHASE AFFILIATE AGREEMENT THIS AGREEMENT sets forth the terms and conditions agreed to between Chase Bank USA, N.A. (?Chase?) and you as an "Affiliate" in the Chase Affiliate Program (the "Affiliate Program"). Once accepted into the Affiliate Program, an Affiliate can establish links from the Affiliate's Website to [Chase.com]. Chase will pay Affiliate a fee for each approved credit card account that originates from a link in Affiliate's Website. THIS IS A LEGAL AND CONTRACTUALLY BINDING AGREEMENT BETWEEN AFFILIATE AND CHASE. TO APPLY TO THE AFFILIATE PROGRAM, YOU MUST COMPLETE AND SUBMIT THE AFFILIATE REGISTRATION FORM AND CLICK ON THE "AGREE" BUTTON BELOW TO INDICATE YOUR WILLINGNESS TO BE BOUND TO CHASE BY THIS AGREEMENT. THIS AGREEMENT WILL TAKE EFFECT IF AND WHEN CHASE REVIEWS AND ACCEPTS YOUR REGISTRATION FORM AND PROVIDES YOU NOTICE OF ACCEPTANCE. BY SUBMITTING YOUR REGISTRATION FORM, AFFILIATE CERTIFIES THAT YOU HAVE READ AND UNDERSTAND THE TERMS SET FORTH BELOW, AND THAT YOU ARE AUTHORIZED TO SUBMIT THIS REGISTRATION FORM BY THE NAMED AFFILIATE. In connection with your participation in the Affiliate Program, Affiliate and Chase agree as follows: 1. Enrollment in the Affiliate Program; Restricted Content To enroll in the Affiliate Program, you must submit a complete "Affiliate Registration Form" via the Chase Affiliate Website: For new affiliates: <https://ssl.linksynergy.com/php-bin/reg/sregister.shtml?mid=2291> For existing affiliates: <http://www.linkshare.com/joinprograms?oid=87909> Chase will evaluate your registration form and will notify you via e-mail of the acceptance or rejection of your registration form. Chase reserves, in its sole discretion, with or without reason, the right to accept or reject your registration into the Chase Affiliate Program, including but not limited to a determination that your site is unsuitable for or incompatible with the Affiliate Program based on the following criteria (collectively "Restricted Content"): • Incorporates images or content that is any way unlawful, offensive, profane, harmful, threatening, defamatory, obscene, harassing or racially, ethically or otherwise objectionable • Promote illegal activities, including gambling • Promotes or depicts sexually explicit, obscene or pornographic images • Promotes or depicts violence or hate

speech • Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age

▼ Evidence Chunk 2

• If Affiliate manages a sub-affiliate network, the Affiliate may not pay sub-affiliates or other partners higher referral fees than the lowest tier of the public offer (\$55.00). • Affiliate is prohibited from (a) installing spyware on another person's computer, (b) causing spyware to be installed on another person's computer, or (c) using a context based triggering mechanism to display an advertisement that partially or wholly covers or obscures paid advertising or other content on an Internet website in a way that interferes with a user's ability to view the Internet website. 3. Referral Fee For each Approved Account (as defined in section 4 below) received through Affiliate's site, Affiliate will earn a referral fee calculated in accordance with the schedule set forth below ("Commission") paid monthly. • Tiered or flat commission based on private offer terms in the network. Chase reserves the right to alter above referral fees from time to time upon written notice to Affiliate of such change. 4. Approved Account For purposes of determining Affiliate's Commission, an "Approved Account" means any Chase credit card application that is: (i) submitted by any user who clicks on an e-mail, banner or any other advertising material from Affiliate's Website; (ii) is approved by Chase; and (iii) is reported as approved by Chase to Affiliate. 5. Term of this Agreement The term of this Agreement will commence on the date that the Affiliate Registration Form is approved by Chase and will end when terminated by either party. Either Affiliate or Chase may terminate this Agreement at any time, with or without cause, by giving the other party written or e-mail notice of termination. At the time of termination, any links to Chase's Website must be removed immediately. Affiliate will continue to receive Commission payments for all Approved Accounts placed during the term of this Agreement. Notwithstanding the foregoing, Chase may terminate this Agreement if Affiliate does not comply with the terms and conditions herein. 6. Links Affiliate agrees to place Chase's links provided by Linkshare Network™ which manages the Affiliate Program ("Links") on its Affiliate's website. Affiliate is responsible for obtaining prior written approval from the Chase Affiliate manager or Linkshare Network to link any or all other sites owned or managed by the Affiliate, other than the site that was approved at the time of original registration. Affiliate may select or remove Links, at any time without prior approval from Chase. Affiliate is also responsible for removing and/or informing Chase of potential inactive or misdirected Links. Affiliate agrees to cooperate with Chase in establishing and maintaining Links.

▼ Evidence Chunk 3

13. Commercial Use This program is intended for commercial use only. Commissions are payable for Approved Accounts to third parties who access the Chase URL's (marketing pages) through

the Links located on Affiliate's sponsoring Web site. Affiliates who use this program to apply for credit cards for their own use are NOT in violation of this Agreement.

14. Trademarks All Chase trademarks, trade names and service marks (collectively, the "Marks") are the exclusive property of Chase. Notwithstanding anything set forth in this Agreement, Chase reserves full ownership of the Marks and the Licensed Materials (as defined below). All use of the Marks by Affiliate is limited solely to the use contemplated by this Agreement. All use of Chase Marks by Affiliate is subject to the prior written approval of Chase.

15. Licenses and Use of the Chase Logos and Trademarks Chase grants Affiliate a non-exclusive, nontransferable, revocable right to (a) access the Chase site through the links solely in accordance with the terms of this Agreement and (b) solely in connection with such links, to use Chase's logos, trade names, trademarks, and similar identifying material relating to Chase (collectively, the "Licensed Materials"), for the sole purpose of booking Chase products. Prior to using any of the Licensed Materials, Affiliate will submit to Chase for approval a draft of all proposed material that incorporates the Licensed Materials, together with a brief statement setting forth the proposed use of such materials and any other background or supporting material reasonably requested by Chase to allow Chase to make an informed judgment. All such materials shall be submitted to Chase at least seven (7) days prior to the date of first intended use. Chase will notify Affiliate of its approval or disapproval of such materials within five (5) business days of its receipt of all information required to be submitted. The approval or disapproval of such materials will be in Chase's sole discretion. Any materials not receiving Chase's specific written preliminary approval will be deemed disapproved. Affiliate may not alter, modify, or change the Licensed Materials in any way. Affiliate is only entitled to use the licensed materials to the extent that it is a member in good standing of the Chase Affiliate Program. Affiliate agrees not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays Chase in a negative light. Chase may revoke Affiliate's license at any time.

16. Service Interruption Certain technical difficulties may, from time to time, result in service interruptions. Affiliate agrees not to hold Chase responsible for the consequences of such interruptions.

17. Indemnification