



## **BIGBLOCK STUDIOS AFFILIATE PROGRAM AGREEMENT**

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Version	Date	Author	Rationale
1.0.0	2022-11-09	Sean Kimball	Initial submission

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND BIGBLOCK STUDIOS BY ACCEPTING THIS AGREEMENT YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN AND ARE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AFFILIATE PROGRAM AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS HEREOF. YOU CANNOT BECOME A MEMBER OF THE AFFILIATE PROGRAM UNLESS YOU HAVE ACCEPTED EACH AND EVERY TERM HEREOF



### 1. **Program Overview**

BigBlock Studios has developed the affiliate program to help designers and developers who may not have the time or expertise to develop new passive revenue channels from their clients' hosting needs.

Affiliates handle all design and development services for their clients offloading environment maintenance, technical support and related hosting costs to BigBlock Studios.

Affiliates are entitled to a 35% monthly recurring commission based on the total value of their referrals.

### 2. **Joining the Program**

To become an affiliate you must first register an account in the BigBlock Studios Account Centre. Once registered download, sign and return the affiliate agreement to BigBlock Studios. Your application will be reviewed and you will be notified of your acceptance or rejection to the affiliate program.

Once confirmed as an affiliate, you are bound by the terms of this agreement. Your participation in the program is solely for this purpose: to legally advertise our website to receive a commission on products purchased by your referral individuals.

### 3. **Affiliate Links & Tracking**

We generate a unique code for each affiliate to use on their website.

Affiliates can obtain their unique link via the Client Area. To view the link(s), you can log in to the Client Area and click Affiliates in the main menu.

When a visitor clicks on your link we set a cookies that identifies the affiliate whom the link is associated with. This cookie persists for three months. If the visitor places an order for a product or service with the cookie present (within three months of clicking the link), the affiliate will earn a commission.

You may use graphic and text links both on your website and in emails. You may use the graphics and text provided to you by us, or you may create your own.

Any custom graphics, links and/or copy must be submitted to BigBlock Studios for approval before you may use them.



#### 4. Commissions

The following payment structure is as follows:

**35% of total affiliate sales recurring monthly for the lifetime of the referred accounts.**

For example, if you refer 12 accounts each for a \$30.00/month hosting account, your commission would be:

$0.35 (30 \times 12) = \$126.00\text{CDN}$  recurring monthly.

If an account upgrades or downgrades services, your commission will be automatically adjusted.

Incentivized commissions and offering any form of incentive to obtain a sale is forbidden, unless prior approval is given and cleared by BigBlock Studios. To inquire on whether your incentive is acceptable, please e-mail [sean@bigblockstudios.ca](mailto:sean@bigblockstudios.ca)

The Commission Rate is subject to change from time to time, upon e-mail notice to you and commencing the 30-days following such notice.

All commissions are paid out in Canadian dollars.

#### 5. Commission Payment

Commissions deemed due and owed to you under the program will be paid to you directly by BigBlock Studios on the first business day of each month by direct deposit.

There is a 30 day delay on commissions paid out to allow BigBlock Studios to compensate for any chargebacks or refunds.

#### 6. Terms of the agreement

These terms will begin upon your acceptance into the affiliate program and will end when your affiliate account is terminated by you or by BigBlock Studios. The terms of this agreement may be modified by us at any time. If any modification to the terms is unacceptable to you, your only choice is to terminate your affiliate account. Your continuing participation in the program will constitute your acceptance of any change.



**7. Liability**

We will not be liable for indirect or accidental damages (loss of revenue, commissions) due to affiliate tracking failures, loss of database files, and any results of "intents of harm" to the program or our website. We do not make any expressed or implied warranties with respect to the affiliate program and/or products sold at this site. We make no claim that the operation of the affiliate program and our website will be error-free and we will not be liable for any interruptions or errors

**8. Disclaimers**

We make no express or implied warranties or representations with respect to the Affiliate Program or any COMPANY services or other items sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

**9. Representations and Warranties**

You hereby represent and warrant to us that this Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms; and that the execution, delivery and performance by you of this Agreement are within your legal capacity and power; have been duly authorized by all requisite action on your part; require the approval or consent of no other persons; and neither violate nor constitute a default under the (i) provision of any law, rule, regulation, order, judgment or decree to which you are subject or which is binding upon you, or (ii) the terms of any other agreement, document or instrument applicable to you or binding upon you. Should any law enforcement agency or internet service provider provide BigBlock Studios with notice that you have engaged in transmission of unsolicited bulk e-mails or have otherwise engaged in unlawful conduct or conduct in violation of said service provider's terms of service, we reserve the right to cooperate in any investigation relating to your activities including disclosure of your account information in connection therewith.



#### **10. Confidentiality**

We may disclose to you certain information as a result of your participation as part of the Program, which information we consider to be confidential (herein referred to as "Confidential Information"). For purpose of this Agreement, the term "Confidential Information" shall include, but not be limited to, any modifications to the terms and provisions of this Affiliate Program Agreement made specifically for your site and not generally available to other members of the Affiliate Program, website, business and financial information relating to BigBlock Studios, customer and vendor lists relating to BigBlock Studios and any members of the Affiliate Program, other than you. Confidential Information shall also include any information that we designate as confidential during the term of this Agreement. You agree not to disclose any Confidential Information and that such Confidential Information shall also include any information that we designate as confidential during the term of this Agreement. You agree not to disclose any Confidential Information and that such Confidential Information shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public or if same is required by law or legal process. We make no warranty, expressed or implied, with respect to any information delivered hereunder, including implied warranties of merchantability, fitness for a particular purpose or freedom from patent, trademark or copyright infringements, whether arising by law, custom or conduct, or as to the accuracy or completeness of the information and we shall not have any liability to you or to any other person resulting from your or such third person's use of the information.

#### **11. Indemnification**

You hereby agree to indemnify, defend and hold harmless BigBlock Studios, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, losses, liabilities, damages or expense (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by us (collectively the "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim or threatened claim that our use of the Affiliate Trademarks infringes on the rights of any third party; (ii) the breach of any promise, covenant, representation or warranty made by you herein; or (iii) or any claim related to your site.



## 12. Miscellaneous

Terminated accounts cannot later apply to the Program without our express written consent. This Agreement will be governed by the laws of the Canada and the Province of Ontario without reference to rules governing choice of laws. BigBlock Studios reserves the right to institute a reserve fund holding commissions for a time period deemed necessary in situations where sales generated by an affiliate consistently have a high chargeback/cancellation ratio. BigBlock Studios will be the sole and final arbitrator for any and all disputes or claims related to the validity of sales. In order to facilitate accurate record-keeping, multiple BigBlock Studios accounts spanning multiple affiliate networks are strictly prohibited. If you have an account with BigBlock Studios in-house affiliate program and also open a BigBlock Studios account with another affiliate network, both affiliate accounts will be terminated and all commissions will be forfeited. 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 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.

## 13. Binding Arbitration

By participating in this affiliate program, you agree to binding arbitration for any disputes or claims that arise against BigBlock Studios in conjunction with this program. An arbitration firm selected by BigBlock Studios will be the sole and final arbitrator for any and all disputes or claims related or resulting from participation in this program. All decisions rendered are final. You also are responsible for any and all costs related to such arbitration.

## 14. Revocation & Termination of Affiliate Status

You will be solely responsible for the development, operation and maintenance of your site and for all materials that appear on your site. We shall have no responsibility for the development, operation and maintenance of your site and for all materials that appear on your site. You shall also be responsible for ensuring that materials posted on your site do not violate or infringe upon any laws, including but not limited to 18 U.S.C. Section 2257, or the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights), and ensuring that materials posted on your site are not libelous or otherwise illegal. You must have express permission to use another party's copyrighted or other proprietary material. We will not be responsible if you use another party's copyrighted or other proprietary material in violation of the law. In addition to the foregoing, we will immediately terminate your participation in the Program if we believe you have engaged in any of the following:

- a. Inappropriate advertisements (False claims, misleading hyperlinks)



- b. Spamming (mass email, mass newsgroup posting, etc...)
- c. Advertising on sites containing/promoting illegal, racist or pornographic activities or materials.
- d. Violation of intellectual property rights.
- e. Attempt to cheat, defraud or mislead us in any way
- f. Engage in popup advertisement network activities

An affiliate may request their participation in the affiliate program be cancelled at any time. BigBlock Studios may at any time terminate an affiliate account without cause.

Upon affiliate account termination all commission payments will cease immediately, an affiliate has no further claim to all recurring commissions. Affiliates must cease using BigBlock Studios brand, logos and materials and cease representing BigBlock Studios in any way.

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Date signed (YYYY/MM/DD):

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Agreement signed and accepted by:

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