# **QuotelQ Affiliate Program Terms of Service**

Last Updated: 5/7/25

These Terms of Service (the "Agreement") are entered into by and between **QuotelQ**, **LLC** ("Company" or "QuotelQ") and you, either as an individual or, if applicable, as a representative of an entity ("Affiliate" or "you"), for participation in the QuotelQ Affiliate Program. Affiliate wishes to promote QuotelQ to their audience and refer potential customers using approved materials and unique tracking links.

Both parties agree to the following:

#### 1. Promotional Materials

Company may provide the Affiliate with marketing assets such as banners, logos, graphics, text links, social media content, email copy, and other digital or physical promotional materials ("Promotional Materials"). These materials are to be used solely to promote QuoteIQ and must include the unique referral link ("Link") provided via the Company's affiliate platform (PartnerStack).

#### 2. Use of Promotional Materials

- a) Affiliate agrees to use the Promotional Materials exclusively to promote QuotelQ's services.
- b) Affiliate shall not alter or edit any materials without prior written approval from the Company unless outlined below.
- c) Affiliates may incorporate QuoteIQ-provided images or video assets into their own original content (such as social media posts or YouTube videos), provided that the Promotional Materials are used in a respectful, brand-consistent way and are not altered in a misleading or deceptive manner.

### d) Affiliates may not:

- Remove QuotelQ branding from any image or video
- Alter messaging or claims within the content
- Use assets in a way that implies false endorsements or comparisons
- Create variations that misrepresent QuotelQ or its services

Affiliates may request permission for additional edits by contacting the Company.

#### 3. License

Company grants Affiliate a non-exclusive, revocable, non-transferable license to use the Promotional Materials during the term of this Agreement. All materials remain the property of QuotelQ. Any provided demo accounts are for internal use only and may not be distributed, published, or shared with third parties.

# 4. Intellectual Property

All rights, titles, and interests in and to any intellectual property related to QuotelQ and its Promotional Materials remain the exclusive property of the Company.

# 5. Relationship of Parties

Affiliate is an independent contractor and not an employee, agent, or partner of the Company. Affiliate has no authority to bind QuotelQ to any obligation, and may not present themselves as representing the Company beyond the terms of this agreement.

#### 6. Commissions

- a) **Lifetime Commission**: Affiliates earn a 40% commission for the lifetime of each paying customer referred through their unique Link, provided that:
  - The user signs up using the Affiliate's Link
  - The referred user remains a paying customer past the 14-day trial period
- b) **Tracking & Payments**: All tracking and payments are handled via PartnerStack. Affiliates must maintain accurate payment information in their PartnerStack profile. PartnerStack's payout policies and thresholds apply. The Company is not liable for payment delays due to inaccurate information.
- c) Invalid Referrals: No commission is paid for:
  - Referrals who already had a QuotelQ account
  - Canceled or refunded subscriptions within 31 days of sign-up
  - Fraudulent, incomplete, or self-referrals

# 7. Bonus Campaigns & Seasonal Challenges

QuotelQ may offer additional bonus structures, such as tiered commissions, milestone incentives, or seasonal contests (e.g., top affiliate earnings). These will be communicated through PartnerStack or direct communication and may be subject to change.

#### **Example (Current Challenge):**

• \$10,000 Bonus Pool (ending August 1, 2025)

- \$5.000 to the #1 affiliate
- \$3,000 to the #2 affiliate
- \$2,000 to the #3 affiliate

Affiliates must remain in good standing and comply with all program terms to be eligible.

#### 8. Prohibited Activities

Affiliates may not:

- Purchase ads or run campaigns targeting QuotelQ-branded keywords
- Use bots, scripts, or automated traffic
- Offer cash incentives or misleading promotions to drive fake or non-genuine leads
  - Post affiliate links in coupon or deal sites without permission
- Participate in referral or cashback Facebook groups with the sole intent of gaming the program

Violations will result in forfeited commissions and immediate removal from the program.

### 9. FTC Compliance & Disclosure

Affiliate agrees to disclose their relationship with QuotelQ in all promotional materials as per FTC guidelines (e.g., "As an affiliate, I may earn a commission").

#### 10. Indemnification

Affiliate agrees to indemnify and hold harmless QuotelQ from any claims or liabilities resulting from their breach of this Agreement or unlawful use of Promotional Materials.

### 11. Term & Termination

This Agreement remains in effect until terminated by either party. Either party may terminate the agreement at any time for any reason, with or without notice. Upon termination, all licenses and rights granted to Affiliate will immediately cease.

### 12. Limitation of Liability

QuotelQ shall not be liable for indirect, incidental, or consequential damages, or for any loss of revenue or data arising in connection with this Agreement or the Affiliate Program.

### 13. Governing Law

This Agreement is governed by the laws of the State of Georgia, without regard to its conflict of laws principles.

# 14. Global Participation

Affiliates from any geographic region may participate in the QuotelQ Affiliate Program. There are no country restrictions.

### 15. Attribution Rules

Attribution is handled exclusively through PartnerStack's affiliate tracking. Manual adjustments or overrides will not be made under any circumstances.

# 16. Updates to Agreement

QuoteIQ reserves the right to update these terms at any time. Updates will be posted on the affiliate dashboard and/or sent via email. Continued participation in the program constitutes agreement to the updated terms.

By participating in the QuoteIQ Affiliate Program, you acknowledge that you have read, understood, and agreed to these terms.