

Affiliate Terms & Conditions Template

1: Introduction and definitions of terms

Introduction to what this document is and any instructions to the reader e.g. to fully read and understand before agreeing to terms.

Defines key elements or terms in this agreement, like company, partner, affiliate, Parties, affiliate or partner program, affiliate or partner application, affiliate or partner link, website, or impression, and others relevant to your business.

1. term 1
2. term 2
3. term 3
4. etc.

2: Partnership nature

Remember, affiliates and other partners are independent contractors, not employees.

3: Program application and acceptance/enrollment

What do you require to apply to the affiliate program?

When is someone notified of their acceptance or rejection?

How is the affiliate agreement completed and confirmed?

4: How the [COMPANY/PROGRAM NAME] affiliate program works

Add a general description and process of the affiliate program.

5: Non-exclusivity

Clearly note that your business is not limited to working only with the individual partner – likewise, the partner is free to promote other products and businesses.

If you restrict them from promoting competing products and businesses, specify that here.

6: Responsibilities of the involved parties

Affiliate/partner responsibilities

Business responsibilities

7: Payment and commission

How is a partner eligible for reward/commission?

What would make a purchase ineligible for reward/commission?

What must be completed for a partner to earn reward/commission?

What is/are the available commission rate(s)?

What makes a purchase and/or impression eligible for reward/commission?

How long is a partner eligible for reward/commission once someone clicks their link?

What are payment terms? Is there a requirement to invoice? (e.g. net 30 days upon receipt of invoice)

8: Pay-per-click (PPC) and coupon guidelines

Including, but not limited to:

- What are the pay-per-click (PPC) advertising guidelines? This may include stipulations around trademark bidding and usage, linking to the business' site from PPC ads or redirects, auction-style PPC program bids, and PPC campaign automation rules.
- What are the coupon guidelines? This may include rules around only promoting those provided by the brand, how codes can or can't be advertised, fully disclosing full offer and expiry date, etc.

9: Terms of website linking/promotion

Including, but not limited to:

- How affiliate links are to be obtained
- What the partner can & cannot do to promote their affiliate link
- Where the affiliate link can & cannot be shown
- What determines an invalid affiliate link or misuse of an affiliate link

10: Brand promotion, advertising & publicity terms & restrictions

Including, but not limited to:

- What intellectual property and marketing collateral can and cannot be used?
- What the affiliate partner's website must or must not state or do (e.g. must not contain viruses, must not infringe on others' intellectual property, etc.)
- What rules must the affiliate partner follow when using your brand name and trademarks?
- What messaging guidelines for representing your product must be followed?
- What are the intellectual property rules for advertising & publicity? i.e. logos & slogans of brand's property

11: Affiliate linking & tracking

Including but not limited to:

- How must the affiliate partner link to the business' website? Include specific requirements/terms on using codes/UTMs, presentation/look & feel, etc.
- How will the business track the affiliate or partner's activities?
- What type of information will be collected? What software will be used?
- Include specific program information and rules as needed, e.g. PPC guidelines, coupon guidelines, etc.

12: Trademarks & domain names

What's included and excluded with the rights to use the business' trademark and use/non-use of the business' domain name(s)

Consult with your legal team for advice and best practices

13: Confidentiality agreement

What information should be kept confidential by both parties?

e.g. for businesses, it might be supplier information, customer lists, etc.

e.g. for affiliates or partners, it might be past clients, follower information, etc.

14: Amendment, termination, or suspension

If contract is amended, when do changes take effect and where are updates posted?

How long will this affiliate partner marketing agreement last?

What circumstances would cause the contract to prematurely suspend or terminate?

What happens when changes are made to this agreement?

15: Legal stipulations

If you need more detail within these points, create separate sections for them.

If you're unsure what you need or how to protect your business, consult with your legal team.

- Any other applicable laws of the state/jurisdiction governing the transaction
- Requirements for compliance with the FTC's endorsement guidelines procedure in the event of breach/default
- Indemnification clause to protect either party from consequential damages & liability caused by other party's actions
- Clarifications of the liability limitation
- If required, a severability clause
- Contact information to receive questions about the terms & conditions

16: Signatures

Include space for your business and the affiliate partner to sign the agreement

Affiliate partner's legal name,
signature, signing date

Business point person legal
name, signature, signing date
