

# **ST Colours Affiliate Program**

## **Terms & Conditions**



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**Very Important:** By joining the ST Colours A-School Affiliate Program, you agree to the following Terms and Conditions (the "Agreement").

By participating in the promotion of ST Colours A-School (the "Promotion"), conducted by Stephanie Obi (the "Promoter"), you (the "Affiliate") agree to the following Terms and Conditions (the "Agreement"):

### **ELIGIBILITY**

The Affiliate must be 18 years or older to participate.

The Affiliate agrees and understands that if it's method of marketing the promotion is deemed inappropriate, they will be deemed ineligible to participate in the Promotion, at the sole discretion of the Promoter and disqualified from receiving any recognition, commissions, prizes or any other compensation or further communication from the Promoter.

The Affiliate will be immediately removed from ST Colours A-School Affiliate Program.

They will be in violation of these Terms of Conditions, at the sole discretion of the Promoter, if its marketing for the Promotion or for its own sites:

- a) contains, promotes or links to sexually explicit or violent material.
- b) promotes, depicts or links to material that promotes or depicts discrimination based on race, gender, religion, national origin, physical or mental disability, sexual orientation, or age.
- c) contains unlawful material, including but not limited to materials that may violate another's intellectual property rights, or links to a site that contains such material.
- d) contains information regarding, promotes or links to a site that provides information or promotes illegal activity.
- e) uses Promoter's videos, images, banners, likeness, or brand name in or on their websites without credit and link back, thus creating market and consumer confusion, which is illegal and generally referred to as copyright or trademark infringement.
- f) Use our banners, images or videos as if they are your own on your own sites or any other sites. The best practice to generate sales is to share your unique story using our program and to authentically recommend it.

f) for any other reason that is deemed by us to be unsuitable by the Promoter. Promoter reserves the right to disqualify Affiliates from our Affiliate program, cancel pending commissions based on inappropriate behavior or marketing by the Affiliate, and to amend this Promotion or Agreement at any time without notification to Affiliate.

g) offers a cash incentive or discount on product(s) as a means of promotion.

h) runs any paid ad on Facebook or other social media outlets.

i) shares private coupons.

To summarize, the Affiliate can only use honest, ethical means to ST Colours A-School product(s). If you have a creative idea to spread the word about our offers, please contact us first at [info@stcolours.com](mailto:info@stcolours.com)

### **SPAM AND UNSOLICITED EMAIL**

The Affiliate agrees NOT to send any unsolicited email to any party during the Promotion. Promoter has ZERO tolerance toward any Affiliate who spams any party or individual, period. If Affiliate is caught spamming, they will be removed from the Promoter's Affiliate Program, and their commissions or pending commissions will be canceled and/or forfeited. Spam is defined as emailing or posting to anyone who has not requested information via email or any website, and also includes "spamming search engines" with links.

### **EARNING DISCLAIMER**

There is no guarantee that the Affiliate will earn money as an Affiliate. The Affiliate's level of success in attaining results is dependent upon a number of factors including skill, knowledge, ability, dedication, business savvy, network, list, and financial situation. Because these factors differ according to individuals, the Promoter cannot guarantee the Affiliate's ability to earn revenue.

### **COMMISSIONS**

The Affiliate cannot receive commission for a sale it makes for itself.

The Affiliate commissions will not be paid based on any sales or amounts that are attributed to returned product.

The Affiliate must provide an accurate Bank account details when signing up as an Affiliate before receiving any commission payments.

### **LINKS**

The Promoter will provide the Affiliate related banners, graphics, or text ads necessary to promote the product(s) via the Affiliate's Sites or emails.

Spamming the internet with links outside of Affiliate's direct email list, websites or social media pages will be considered a violation of this agreement and result in a denial of all Affiliate benefits, prizes and commissions.

The Affiliate may not use unsolicited commercial email, spam, search engine spam, or other illegal or unethical means by which to generate referral commissions. Affiliate may also not purchase the product(s) through their link for personal use and receive a commission on that sale. Links are intended to drive new customers to the Promotion. All customer information collected during the Promotion shall be owned by the Promoter and it is at the sole discretion of the Promoter whether or not the customer information will be shared with the Affiliate.

## **RESTRICTIONS**

Affiliate may not use ANY copyright, trademark, service mark, or general branding of the Promoter without full disclosure and permission of the Promoter.

The Affiliate may not:

- a) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to Promoter by any person or entity;
- b) take any action that could reasonably cause any customer confusion as to Affiliate's relationship with Promoter, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring;
- c) frame the Affiliate's website to look like the Promoter's website or to utilize the Promoter's branding in any way that would confuse customers or the general public as to who is hosting or promoting such a website; or
- d) seek to purchase or register any keywords, search terms or other identifiers related to the trademarks of the Promoter or the trade or service marks or names of Promoter's primary competitors, including misspellings or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service unless otherwise agreed to by the Promoter.
- e) seek to purchase or register any domains or other identifiers that include variations on the trade or service marks or names of the Promoter intended to approximate misspellings or typographical mistakes of same or which otherwise would constitute typo or domain squatting, including variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service unless otherwise agreed to by the Promoter.

The Promoter may cancel the Affiliate's participation in this Promotion, withhold or cancel commissions, or take any other action at its sole discretion should Affiliate conduct any of the behavior above or fail to operate with integrity or within these guidelines.

## **RELATIONSHIP OF PARTIES**

Nothing in these Terms and Conditions shall be deemed to create a partnership, joint venture, agency relationship, or employment relationship between the Parties. The Affiliate is participating in the Promotion as a fully independent entity and is responsible for any and all federal, state, local, and/or foreign income taxes and self-employment taxes, and any and all other federal, state, and local licensees, fees or taxes, or sales tax, including withholding taxes, social security taxes, and public liability and workman's compensation insurance. Under no circumstances will Promoter be held liable for any actions or results of the Affiliate.

## **CONFIDENTIALITY**

The Affiliate hereby agrees not to share, use, copy, adapt, alter, distribute, duplicate, or part with possession of any of the Promoter's confidential information which is not directly provided or approved by the Promoter, or any confidential information that is disclosed or otherwise comes into its possession under or in relation to this agreement. Confidential information includes, but is not limited to, the following types of private information and other proprietary information of a similar nature regarding the Promoter's business: sales figures, software passwords, Promoter list size, list contents, ideas, stories, activities, curriculum, event format, presentation materials, presentation content, inventions, financial information, business plans, business processes, marketing plans, marketing strategies, marketing copy, financial projections, customer lists, customer financial information, personal information of executives, sponsorship strategies, relationships with other vendors, media delivery concepts and systems, including, but not limited to, web-based delivery systems, technical data, software designs, drawings, specifications, models, source code, object code, documentation, diagrams, flow charts, and other similar information that is proprietary to and confidential information of the Promoter.

## **INDEMNIFICATION AND LIABILITY**

The Affiliate agrees to indemnify and hold harmless the Promoter against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney fees) which Affiliate may be subject to or incur in connection with the Promotion.

If you do not agree to these Terms and Conditions, please do not sign up.