



Affiliate Program Agreement

This Agreement is between Purposely Created Publishing Group (“Company”, “us”, “we”, or “our”) and all its’ program participants (“Affiliate”, “you” or “your”). This Agreement shall become effective on the date the application is approved by the Company to the Affiliate (“Effective Date”).

By signing up with Purposely Created Publishing, you agree to use your program account in a manner that is consistent with all applicable laws and regulations and in accordance with the Terms and Conditions discussed herein.

- 1. DESCRIPTION OF AFFILIATE PROGRAM.** Purposely Created Publishing Group develops eBooks, paperback and hardback books for authors. Purposely Created Publishing has created an Author Affiliate Program to reward any person who recommends Purposely Created Publishing’s services to third parties, if such recommendation results in Purposely Created Publishing contracting with such third party as a new client.

- 2. CONDITIONS OF USE.** Purposely Created Publishing Group reserves the right to update and change the Author Affiliate Program terms and conditions at any time and without notice. Any new features that augment or enhance the current Program, including the release of new tools and resources, shall be subject to the terms & conditions. Continued participation in the Program after any such changes shall constitute your consent to such changes. Violation of any of the terms below will result in the termination of your program account.
 - a) You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
 - b) You must provide your legal full name, a valid email address, a signed W9 form, and any other information requested in order to complete the signup process.
 - c) Your login may only be used by one person – a single login shared by multiple people is not permitted.

- d) You are responsible for maintaining the security of your account and password. We cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- e) One person or legal entity may not maintain more than one account. You may not assign your rights under this Agreement without our prior written consent.
- f) You may not use the Program for any illegal or unauthorized purpose. You must not, in the use of the Program, violate any laws in your jurisdiction (including but not limited to copyright laws).
- g) You must use our system in a manner that is ethical and in conformity with company standards.
- h) You will respect the legal protection provided by copyright law, trade secret law, or other laws protecting intellectual property.
- i) You will accept notifications of program changes, commercial email and similar offers presented through the program system or via email.
- j) You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages (See Anti-Spam Policy).
- k) You must not modify, adapt or the Program or modify another website so as to falsely imply that it is associated with the Program, us, or any other our services.
- l) This agreement is ‘at-will’, meaning that you can cancel your account at any time and so can we (which we exercise typically only in the case of violations of our Spam rules, but which we reserve for any reason whatsoever).

3. REFERRAL. A “Referral” successfully takes place when Purposely Created Publishing accepts a contract to provide publishing services to a client that is referred to Purposely Created Publishing by you “Affiliate” and the client is active and making timely payments for services rendered by Purposely Created Publishing. In its absolute sole discretion, Purposely Created Publishing determines whether a client is active and determines the time and date at which any such client has become active.

Further, referrals shall not include any client whose contact information is already within the Purposely Created Publishing client and potential client database and who has been in contact with any Purposely Created Publishing representatives at any time during the last 48 months.

4. AFFILIATE TRACKING. In order for Affiliate to receive payment for a Referral, the referred client must be verified through the Affiliate customized tracking affiliate link (“Affiliate ID”).

- a) We will manually add you as the referral source, per your request, if the referred client doesn't sign-up with your affiliate link and confirms that you did in fact refer them. Past commissions will only be approved up to 30 days from your request.
- b) We will monitor, track and audit referrals submitted for accuracy and to prevent fraud. We reserve the right to clawback paid commission and exclude you from earning commissions should we find any errors or agreement violations.

5. REFERRED SERVICES. Purposely Created Publishing will pay Affiliate a flat fee of \$200 ("Affiliate Commission") for each publishing service offered by Purposely Created Publishing and for each Referral made by Affiliate. Purposely Created Publishing signature publishing services include:

- Emerge™
- Unleash™
- Thrive™
- Prominent Positioning™
- Book Collaboration Management
- Make-Your-Manuscript™ (Option C)

6. AFFILIATE COMMISSION PAYMENT. For each individual referred to Purposely Created Publishing, you shall be entitled to receive from Purposely Created Publishing a referral fee in the sum of \$200.00, subject to the following:

- a) The referred individual must publish at least one manuscript in paperback or hardback form with Purposely Created Publishing; and
- b) The referred individual must meet all payment obligations to Purposely Created Publishing.
- c) In order to claim approved commissions you must have a valid PayPal account.
- d) Within thirty (30) days after the end of each calendar month, Purposely Created Publishing will forward to you any commissions due for referred clients meeting the conditions listed above.
- e) All unclaimed approved commissions older than 6 months, will be canceled.
- f) Purposely Created Publishing will not be held responsible for failure to make referral payments due to technical problems, acts of third parties, or events outside the control of Purposely Created Publishing.
- g) Your 1099 form will be issued to you electronically via email.

h) Affiliate agrees and acknowledges that no payment of any kind, other than the Affiliate Commission as provided in this Agreement is due from Purposely Created Publishing to Affiliate as a result of Affiliate making Referrals under this Agreement.

- 7. RESTRICTIONS.** Unless Affiliate is set up as an exclusive sales representative of Purposely Created Publishing, Affiliate shall not charge any Referral customer any fees, costs or charges of any kind on behalf of Purposely Created Publishing nor accept any payment of any kind on behalf of Purposely Created Publishing. Nothing in this Agreement is intended to prohibit Affiliate from providing services on Affiliate's own behalf to any Referral customer.
- 8. NO GUARANTEE.** Affiliate acknowledges and agrees that Affiliate's level of earnings under this Agreement are a direct result of Affiliate's own efforts and that Purposely Created Publishing does not guarantee that Affiliate will earn any payments under this Agreement.
- 9. RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall operate to create an employment relationship of any kind between Affiliate and Purposely Created Publishing. If any court or agency construes this Agreement to have created an employment relationship as between Affiliate and Purposely Created Publishing, then this Agreement shall have no force and effect, and shall be null and void, beginning on the date on which such employment relationship is deemed to have taken effect. Affiliate represents and warrants that Affiliate is not currently an employee of Purposely Created Publishing, has not been an employee of Purposely Created Publishing during the Term, and that if Affiliate becomes an employee of Purposely Created Publishing after the Effective Date, this Agreement shall immediately terminate without the need for any notice upon the date such employment begins, unless otherwise stated by Purposely Created Publishing shareholders which takes presidency in such an event.
- 10. REPRESENTATION.** Affiliate represents and warrants that Affiliate is not an agent of Purposely Created Publishing and has no authority to make any representations to any third party on behalf of Purposely Created Publishing, nor any right or authority to bind Purposely Created Publishing to any action or agreement whatsoever. Affiliate represents, warrants and covenants that Purposely Created Publishing shall not make any misrepresentations, including by omission, regarding Purposely Created Publishing or the services and products that Purposely Created Publishing provides, in any manner whatsoever.
- 11. NON-SOLICITATION AND NON-COMPETITION.** Affiliate acknowledges the character of Purposely Created Publishing's business and the substantial amount of time, money, and effort that Purposely Created Publishing has spent and will spend in building relationships with customers and recruiting competent employees and service providers. Affiliate agrees that, during the Term and for a period of one year

thereafter, Affiliate will not (i) solicit, hire or engage, or actively assist any other person or entity which competes with Purposely Created Publishing in soliciting, hiring or engaging, any consultant, manager, executive, or any other person who is on the Effective Date or at any time during the Term employed or engaged by Purposely Created Publishing as an employee or service provider; and (ii) compete with Purposely Created Publishing, directly or indirectly, including as a consultant or an advisor, during the Term.

12. COPYRIGHT. As a general rule, third parties may not use the Purposely Created Publishing logo, unless approved logo artwork as provided by us.

- a) The logo may not be used in any manner that might imply that any non-Purposely Created Publishing materials, including but not limited to goods, services, websites, or publications are sponsored, endorsed, licensed by, or affiliated with Purposely Created Publishing.
- b) The logo may not be displayed as a primary or prominent feature on any non-Purposely Created Publishing materials. Individuals or companies using the logo pursuant to these guidelines must also display in the primary and more prominent position, their own logo(s), business name, product names, or other branding.
- c) The logo may not be imitated or used as a design feature in any manner.
- d) The logo may not be used in a manner that would disparage Purposely Created Publishing or its products or services.
- e) Neither the logo nor any part of the Purposely Created Publishing Group names) (e.g. Purposely Created Publishing) may be used in any other company name, product name, service name, domain name, website title, publication title, or the like.
- f) Non-Purposely Created Publishing materials should not mimic any Purposely Created Publishing advertising, product packaging, or website design.
- g) The logo must be used as provided by Purposely Created Publishing with no changes, including but not limited to changes in the color, proportion, or design, or removal of any words or artwork. The logo may not be animated, morphed, or otherwise distorted in perspective or appearance.
- h) The logo must stand alone and may not be combined with any other object, including but not limited to other logos, words, graphics, photos, slogans, numbers, design features, or symbols. The logo must never be used to represent the words Purposely Created Publishing in text, including in a headline, product-name logotype, or body copy.

- i) The logo must not be incorporated or used in any manner as part of, or in close proximity to another company's name, domain name, product or service name, logo, trade dress, design, slogan, or other trademarks.
- j) The look and feel of the Company is copyright ©2013-2017 Purposely Created Publishing Group, All rights reserved. You may not duplicate, copy, or reuse any portion of the application.
- k) Purposely Created Publishing further reserves the right to object to unfair uses or misuses of its trademarks or other violations of applicable law. Seriously, don't mess with the logo, our name or other copyrighted property.

13. INDEMNIFICATION. Affiliate shall at all times during the Term and thereafter, indemnify and hold harmless Purposely Created Publishing and its directors, officers, employees, agents, and affiliates, against all claims, proceedings, demands, costs, damages, and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of, connected with, resulting from, or sustained as a result of Affiliate's breach of this Agreement.

14. RELEASE OF LIABILITY. In no event shall Purposely Created Publishing be liable for incidental or consequential damages of any kind, including economic damage or injury to property and lost profits, regardless of whether Purposely Created Publishing shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages. This disclaimer of liability constitutes an essential part of this agreement.

15. NO THIRD PARTY BENEFICIARIES. Affiliate and Purposely Created Publishing agreed and intend that there are no third party beneficiaries to this Agreement, unless otherwise stated by Purposely Created Publishing shareholders which takes presidency in such an event.

16. AMENDMENT; WAIVER. The terms and conditions governing Purposely Created Publishing's Affiliate Program may be changed from time to time at Purposely Created Publishing's sole and absolute discretion. Purposely Created Publishing shall provide Affiliate with notice of any change of the terms and conditions of this Agreement and Affiliate shall then have the right to terminate the then modified Agreement immediately upon written notice to Purposely Created Publishing. No amendment or modification of this Agreement shall become effective unless embodied in writing and signed by Purposely Created Publishing. The waiver by either party of the breach of any provision of this Agreement must be in writing to be effective, and any such waiver shall not operate or be construed as a waiver of any other provision or other subsequent breach.

17. SEVERABILITY. If any provision of this Agreement is held or deemed to be invalid or unenforceable to any extent when applied to any person or circumstance, the remaining provisions hereof and the enforcement of such provisions to other persons or circumstances, or to any other extent shall not be effected thereby, and each provision hereof shall be enforced to the fullest extent allowed by law.

18. CAPTIONS AND HEADINGS. The captions and headings throughout this Agreement are for convenience and reference only. The words contained in the captions and headings shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any paragraph or the scope or the intent of this Agreement.

19. PROGRAM CHANGE NOTICE. By posting a change notice, we may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. If any of the modifications are unacceptable to you, your only recourse is to terminate this Agreement. Continued participation in the program 30 days following the posting will be considered as your acceptance of the change.

20. TERM; TERMINATION. Purposely Created Publishing may terminate this program at any time, with or without cause, by giving the other Party notice of termination. Notice may be provided by email.

21. COUNTERPARTS. This Agreement and any amendments thereto may be executed in two or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same Agreement.

22. COMPLETE AGREEMENT. This Agreement and its Amendments constitute the full and complete Agreement between the parties, and supersedes all prior understandings and Agreements, including any and all prior Agreements, whether written or oral, between the parties. The parties acknowledge that they have relied solely on the covenants and representations set forth in this Agreement and no others.

Any amendments to this Agreement shall be in writing and signed by the party against whom enforcement of any waiver, change or modification or discharge is sought.

23. ACKNOWLEDGEMENT. By submitting the Affiliate Registration Application, you acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

>> Sign up and accept this agreement by visiting [Affiliate Program Registration](#)

Purposely Created Publishing Group

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