## Terms and Conditions for G's Affiliate Program

## Last Updated: 10/8/2024

These Terms and Conditions (the "Agreement") govern your participation in the Affiliate Program (the "Program") operated by **G's Breeze** ("we," "us," or "our"). By applying to or participating in the Program, you agree to comply with and be bound by the following terms.

# 1. Affiliate Eligibility

1.1 To participate in the Program, you must be at least 18 years old and capable of forming a legally binding contract.

1.2 We reserve the right to accept or reject any Affiliate application at our sole discretion for any reason.

# 2. Affiliate Registration

2.1 To become an Affiliate, you must submit an application through our affiliate sign-up page.

2.2 Upon acceptance, you will receive a unique affiliate ID and access to affiliate tools such as referral links, banners, and tracking codes.

2.3 Your participation in the Program is non-exclusive, and you are free to join other affiliate programs.

# 3. Commissions

3.1 You will earn commissions based on the successful referral of customers to our website who make qualifying purchases.

3.2 The commission structure will be outlined in your Affiliate Dashboard or communicated separately.

3.3 Commissions will only be earned on sales generated through proper use of your unique referral link.

3.4 We reserve the right to reverse commissions for fraudulent transactions, customer refunds, chargebacks, or returns.

# 4. Affiliate Responsibilities

4.1 You are responsible for promoting our website in a manner that aligns with our brand values and complies with applicable laws.

4.2 You must not make false or misleading claims about our products or services.

4.3 Affiliates are prohibited from using spam, unauthorized ads, or any misleading techniques to generate traffic or sales.

4.4 You must not bid on any branded keywords, including variations or misspellings of our brand name, in pay-per-click (PPC) campaigns.

#### 5. Payment

5.1 Payments will be made weekly via **PayPal or Bank Transfer** provided you meet the minimum payment threshold of **\$50**.

5.2 You are responsible for providing accurate payment details. We are not liable for delayed payments due to incorrect or incomplete information.

5.3 Commissions will be paid in the currency specified in your Affiliate Dashboard.

#### **6. Prohibited Activities**

6.1 Affiliates are not permitted to engage in any activity that could bring disrepute to our brand or cause harm to our website.

6.2 Affiliates may not use affiliate links for their own purchases, known as "self-referrals."

6.3 Affiliates must not impersonate our brand or misrepresent their relationship with us.

#### 7. Termination

7.1 Either party may terminate this Agreement at any time by giving notice in writing.

7.2 We reserve the right to terminate any Affiliate who violates these Terms or engages in unethical, fraudulent, or harmful activities.

7.3 Upon termination, all rights to your affiliate account and commission payments will be forfeited.

#### 8. Intellectual Property

8.1 As an Affiliate, you are granted a limited, non-exclusive, revocable license to use our trademarks, logos, and promotional materials solely for the purpose of promoting our website.

8.2 You may not modify or create derivative works of our content or intellectual property.

#### 9. Limitation of Liability

9.1 We make no representations or warranties regarding the operation of our Affiliate Program, and we shall not be held liable for any damages, loss of revenue, or data arising from your participation.

9.2 Our liability under this Agreement will be limited to the total amount of commissions earned by you in the preceding six months.

#### **10. Modification of Terms**

10.1 We reserve the right to modify or update these Terms at any time, and such changes will be effective upon posting to our website.

10.2 Continued participation in the Program after any changes constitutes your acceptance of the modified Terms.

## **11. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of **Georgia**, without regard to its conflict of law principles.

### **12. Dispute Resolution**

12.1 Any disputes arising from this Agreement will be resolved through good-faith negotiation. If such negotiations fail, disputes may be submitted to binding arbitration in **Georgia**.

### 13. Miscellaneous

13.1 This Agreement constitutes the entire agreement between you and us regarding your participation in the Affiliate Program.

13.2 If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions will continue in full force and effect.

By participating in our Affiliate Program, you acknowledge that you have read and agree to these Terms and Conditions.

If you have any questions regarding this Agreement, please contact us at **Inquiries@GsBreeze.com**.

**G's Breeze**