

Wholesale and Champion Affiliate Program - Terms & Conditions



By participating in the FeedbackK Enterprise, LLC Wholesale - Affiliate program, you are agreeing to all of the following Terms and Conditions (the "Agreement"). If you do not agree to or understand any of the language in this Agreement, then we ask that you please refrain from signing up, or participating in any of our promotions. That said, the responsibility rests on you to completely understand any and all terms before becoming a partner.

As a partner, you are expected to act with honesty and adhere to all laws. By participating in the partner program (the "Program") conducted by FeedbackK Enterprise, LLC ("FeedbackK") you (the "Partner") agree to the following Terms and Conditions:

The Partner agrees and understands that if any of their communications associated with or for this program (marketing, websites, blog posts, videos, audios, emails, Tweets, Facebook posts, etc.) are deemed offensive or inappropriate, that Partner will be deemed, at the sole discretion of FeedbackK, ineligible to participate in any and all Partner promotions. The Partner in question will then be disqualified from receiving any further commission, recognition, communication or compensation from FeedbackK Enterprise, LLC.

The Partner may also be immediately removed from any and all promotions and Partner programs (and will be in violation of this Agreement) if, at the sole discretion of FeedbackK, the Partner's marketing:

- a) 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;
- b) contains information regarding, promotes or links to a site that provides information about or promotes illegal activity;
- c) 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;
- d) contains, promotes or links to sexually explicit or violent material;
- e) uses FeedbackK's banners, brand name, likeness, images, and videos, on their own websites, thus creating market and consumer confusion (which is usually referred to as copyright or trademark infringement, and is illegal);
- f) is, for any other reason, deemed to be unsuitable by FeedbackK;
- g) offers the product below Minimum Advertised Price.

FeedbackK Enterprise, LLC reserves the right to disqualify and revoke a partner's standing from any Partner program, cancel pending commissions based on inappropriate behavior or marketing by the Partner, and to amend this Program at any time without notification to Partner.

SPAM AND UNSOLICITED EMAIL WARNING

The Partner agrees to abide by all Federal Trade Commission Guidelines and the U.S. Federal Can-SPAM Act.

RESTRICTIONS

The Partner may not use ANY copyright, trademark, service mark, or general branding of FeedbackK without full disclosure and permission of FeedbackK.

RELATIONSHIP OF PARTIES

Although we appreciate our Partners, nothing in this Agreement shall be deemed to create a partnership, joint venture, agency relationship, or employment relationship between FeedbackK Enterprise, LLC. and the Partner. Under no circumstances will FeedbackK be held liable for any actions or results of the Partner.



Partner is participating in the Partner program 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 licenses, fees or taxes, or sales tax, including withholding taxes, social security taxes, and public liability and workman’s compensation insurance.

CONFIDENTIALITY AGREEMENT

The Partner hereby agrees not to copy, alter, share, use, duplicate, distribute, or adapt any of FeedbackK’s confidential information which is not directly provided or approved by FeedbackK, or any confidential information – disclosed or otherwise – that comes into its possession under or in relation to this Agreement.

In general, Partner may not disclose any financial, personal, or business information about FeedbackK or its executives without permission from FeedbackK. Such disclosure is grounds for legal action, equitable relief, and termination of this Agreement.

INDEMNIFICATION AND LIABILITY

The Partner agrees to indemnify and hold harmless FeedbackK Enterprise, LLC. from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney fees) which the Partner may be subject to or incur in connection with the Wholesale – Affiliate Program to be rendered, except those claims that are judicially determined to have resulted from FeedbackK’s gross negligence or willful misconduct.

TERMINATION

The relationship between the Parties may be terminated by either party with 30 days’ written notice prior to termination. Upon termination, it is understood that the Confidentiality and Indemnification clauses above will remain in effect for perpetuity.

SEVERABILITY

If any provision or covenant, or part thereof, of this Agreement should be held by any court or other legitimate tribunal with appropriate jurisdiction to be invalid, illegal or unenforceable, either in whole or in part, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions or covenants, or any part thereof, of this Agreement, all of which shall remain in full force and effect.

Acknowledged and agreed by:

_____ Date _____
Signature

_____ Address _____
Company

_____ Date _____
Shawn D. McDonald, President
FeedbackK Enterprise, LLC
s.d.mcdonald@fdbke.com