

Affiliate Program Terms and Conditions

1. Introduction

1.1 These terms and conditions ("Terms") govern the relationship between Khenda ("Company") and affiliates ("Affiliates") participating in the Affiliate Program ("Program") for the Company's services.

2. Definitions

2.1 "Affiliate" refers to any individual or entity approved by the Company to participate in the Program.

2.2 "Program" refers to the Affiliate Program offered by the Company for promoting its services.

3. Affiliate Relationship

3.1 Independent Contractors: The relationship between the Company and Affiliates is that of independent contractors. Affiliates are not employees, partners, or agents of the Company and shall not represent themselves as such.

3.2 Non-Exclusive Arrangement: Participation in the Program does not create an exclusive relationship. The Company reserves the right to engage other affiliates, and Affiliates may promote products from other sources.

4. Scope of Participation

4.1 Appointment as Affiliate: Upon approval into the Program, Affiliates are appointed as non-exclusive affiliates to promote and refer new customers to the Company's services.

4.2 Affiliate Obligations:

4.2.1 Representation: Affiliates shall not present themselves as part of the Company or create obligations on behalf of the Company.

4.2.2 Sub-Affiliates: Sub-affiliates and sharing of affiliate fees are strictly prohibited.

4.2.3 Promotion Quality: Affiliates must invest reasonable time and effort in promoting the Company's services with high-quality content.

4.2.4 Compliance: Affiliates must comply with all applicable laws, regulations, and industry standards in their promotional activities.

4.2.5 Prohibited Practices: Affiliates shall not engage in deceptive practices, offensive or illegal content, or any activity deemed objectionable by the Company.

5. Representations and Warranties

5.1 Compliance: Affiliates represent and warrant that they will participate in the Program in a legal and bona fide manner, without infringing on any intellectual property rights or engaging in deceptive practices.

6. Intellectual Property

6.1 License: The Company grants Affiliates a limited, temporary, non-exclusive, non-transferable, and non-sublicensable license to use its trademarks, brand name, and promotional materials solely for promoting the Company's services with approved banners.

6.2 Restrictions: Affiliates shall not use the Company's Intellectual Property with another brand name or as part of a bundled project without prior authorization.

7. Termination and Suspension

7.1 Termination: The Company reserves the right to terminate an Affiliate's participation in the Program with notice, at its sole discretion.

7.2 Suspension: In case of suspected breaches, the Company may suspend an Affiliate's account pending investigation and may require a review of books and records prior to reinstatement.

8. Commission and Payment

8.1 Commission Structure: Affiliates will receive a fixed commission as notified by the Company, based on qualified leads that result in new customer subscriptions and purchases for the services.

8.2 Payment: Commissions shall be disbursed either monthly or annually, in accordance with the affiliate program partnership agreement made with the partner, depending on the status of the purchased license.

9. Bad Practices

9.1 Prohibited Practices: The Company prohibits deceptive practices, misrepresentation as part of the Company, unauthorized use of the Company's brand, spamming, buying traffic, and other practices listed in the Terms. Violation of these practices may result in termination of participation and forfeiture of entitlements.

10. Acceptance of Terms

10.1 By accepting these Terms, Affiliates agree to receive newsletters, marketing, and promotional offers related to the Company's services.

12. Confidentiality

12.1 Confidential Information: Information related to the Program, including commission rates, is confidential and should not be disclosed to third parties without the Company's consent.

13. Modification of Terms

13.1 The Company reserves the right to modify these Terms at any time, and such modifications shall be effective upon posting on the Company's website or notification to Affiliates.