



# Affiliate Program Terms of Service

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Revised 2/21/19

## **By signing up as an affiliate with AFDNP Inc., you agree to the following Terms of Service.**

This agreement is by and between AFDNP Inc., referred to as "us, we, or our" and you shall be referred to as "you, your or subscriber." You understand that AFDNP Inc., does not guarantee or predict any type of profit or response from any endeavors. Subscriber agrees to hold AFDNP Inc. harmless against any and all losses, including attorneys' fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, etc.

- A. Services to be Provided. We agree to pay a commission to you when a successful FDN Certification Course (or other eligible product) sale has been made via your referral link. Unless otherwise arranged, you will earn 10% of the net sale.
- B. All affiliate commission payouts are made via PayPal. Payouts are made at the end of each month. A minimum balance of \$50 must be reached in order for a payout to be made. If a purchase is cancelled within our 30-day cancellation policy and commissions has already been paid, the commissions will be retracted in your next payout.
- C. The AFDNP Inc. Affiliate Program doesn't support retroactive manual affiliations. The only way to reliably track a referral is through your affiliate link. This policy was made to keep the FDN Affiliate Program as fair and reliable as possible.
- D. Termination. We may terminate your account:
  - (a) if you violate our Terms Of Service Policy; (b) promote FDN Inc. in a manner that is unethical or inappropriate; or (c) at will, for any reason or no reason, in our sole discretion.
- E. No Warranties. WE MAKE NO WARRANTIES TO YOU OF ANY KIND WITH RESPECT TO THE SERVICE AFDNP Inc., MAY PROVIDE YOU. We shall not be liable for any damages suffered by you including, but not limited to, loss of data or service interruptions, regardless of cause or fault. We are not responsible for your lost profits or for your loss of data or information.
- F. TERMS. You agree to: (1) use our system in a manner that is ethical and in conformity with community standards; (2) respect the privacy of other users; (3) respect the legal protection provided by copyright law, trade secret law, or other laws protecting intellectual property; 4) accept commercial emails from us. If we notify you of a violation and you do not take immediate remedial action which is satisfactory to us, we reserve the right to terminate your account immediately. Every effort will be made to inform you prior to account termination, and to re-establish your account upon receiving such representations from you as we deem appropriate in the circumstances. YOUR SERVICE WILL BE TERMINATED IMMEDIATELY AND WITHOUT WARNING SHOULD YOU USE OUR SYSTEM AS PART OF ANY BULK (SPAM) EMAIL CAMPAIGN.
- G. Assignment. You may not assign your rights under this agreement without our prior written consent. We may assign this agreement at any time.
- H. Change of Terms and Conditions. We reserve the right to change the terms and conditions of this agreement as needed.
- I. Notification of Account Changes. You agree to notify us if your address, email address, telephone number, billing information changes.



## Functional Diagnostic Nutrition<sup>®</sup>

- J. Notices. All notices, requests, demands, and other communications under this agreement shall be in writing and shall be deemed to have been given on the date of delivery if sent by electronic mail with a cc: to sender; by fax; or on the third day after mailing by first class mail.
- K. General Provisions. The subject headings of the articles and sections are for convenience only, and shall not affect the construction or interpretation of any of its provisions. If any portion of this agreement is found invalid or unenforceable, that portion shall be severed and the remainder of this agreement shall remain in force. This agreement constitutes the entire agreement between us pertaining to its subject matter and supersedes all of our prior agreements, representations, and understandings. Subject to Section I, no supplement, modification, or amendment of this agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If an organization is the subscriber, the individual signing up for our services represents that he or she is duly authorized to enter into this agreement on behalf of that organization. In the event of a dispute, the parties agree to submit the matter to the Community Dispute Resolution Service or any recognized Arbitration Board located within the State of California before instituting litigation.