

Contains the terms and conditions governing the LIQUID PURPLE affiliate program. This agreement outlines commission structures, promotional guidelines, and prohibited marketing practices that all affiliates must follow.

This Agreement ("Agreement") contains the complete terms and conditions between us, LIQUID PURPLE ("www.LIQUIDPURPLE.com") and you, regarding your application to participate as an Affiliate of LIQUIDPURPLE.com ("Affiliate"), and the establishment of referral links to our digital services, including but not limited to web development, custom web artwork, internet marketing, SEO, and technical consulting. Execution by you of this Agreement as set forth below constitutes your acceptance of the terms and conditions of this Agreement, and will be a legally binding agreement between you and us.

### **1. Affiliate Program Enrollment**

To become a participant in LIQUIDPURPLE.com's Affiliate Program, you must submit a complete Affiliate Program Application via our Web site. We reserve the right to accept or reject any application at our sole discretion. We will reject any application associated with content or activities we deem illegal, unethical, offensive, or in conflict with our professional standards, including but not limited to hate speech, violence, adult content, misleading or deceptive marketing, or spam tactics.

### **2. Setting Up Links**

We will provide you with referral links, banner advertisements, or HTML snippets pointing to LIQUIDPURPLE.com. These may highlight service categories such as Website Design, SEO Services, Internet Marketing, or Technical Audits. You agree to maintain proper formatting and visibility of the links, and not to alter the destination or behavior without our prior written consent.

### **3. Order Processing**

We will handle all sales transactions, client onboarding, project scoping, and service delivery processes. This includes contracts, deliverables, customer service, and follow-up. You must ensure your referral links remain active and correctly configured for us to attribute conversions to your account.

### **4. Commissions**

We will pay you a commission of up to ten (10%) percent of Net Revenue generated from successful client referrals through your tracked links. Net Revenue excludes taxes, refunds, and pass-through expenses such as third-party tool licensing, paid advertising budgets, and web hosting. Payments are made quarterly, provided your earnings exceed \$50. Fraudulent or self-referral activity will void commissions and may result in account termination.

## 5. Policies and Pricing

Referred clients become customers of LIQUIDPURPLE.com. All pricing, project scoping, service deliverables, and terms of engagement are subject to our internal business policies, which may be updated at any time. You may not advertise specific pricing on your site without our explicit permission.

## 6. Non-Exclusive Limited License and Use of Logos and Trademarks

We grant you a limited, revocable license to use our branding assets only for promoting our digital services through your approved affiliate activities. Do not modify, redistribute, or use our assets in misleading or disparaging ways.

## 7. Non-Exclusive Limited License and Use of Affiliate Logos and Trademarks

With your consent, we may display your logo or business name to highlight partnerships or case studies. You represent you own or control the rights to any assets you provide us.

## 8. Obligations Regarding Your Website

You are responsible for your site's compliance with applicable laws, content accuracy, and technical operations. You must not misrepresent LIQUIDPURPLE.com, impersonate our services, or use confusingly similar branding or domain names.

## 9. Disclaimers

We provide our services and affiliate program "as is" without warranty. While we aim for high uptime and consistent performance, we are not responsible for technical disruptions or lost tracking due to browser settings, plugins, or user behavior.

## 10. Modification

We may revise this Agreement or program terms at any time. Continued participation after updates constitutes your acceptance.

## 11. Term

This Agreement remains active until terminated by either party with written notice. Commissions owed at the time of termination will be honored subject to standard return/refund review.

## **12. Relationship of Parties**

We are independent entities. This Agreement does not create a partnership, franchise, or employment relationship.

## **13. Limitation of Liability**

Our liability is limited to the commissions owed under this Agreement. We are not responsible for lost profits or indirect damages.

## **14. Representations and Warranties**

You warrant that your participation is legally valid and does not violate any third-party agreements or applicable laws.

## **15. Confidentiality**

You agree not to disclose confidential information such as internal processes, client data, pricing models, or system configurations that may be shared with you as part of the affiliate relationship.

## **16. Indemnification**

You agree to indemnify and hold harmless LIQUID PURPLE and its associates against all claims resulting from your affiliate activities or misuse of our intellectual property.

## **17. Independent Investigation**

You acknowledge this Agreement is entered into voluntarily, and you have independently evaluated the affiliate opportunity.

## **18. Entire Agreement**

This Agreement represents the full understanding between the parties and supersedes any prior proposals or discussions.

## **19. Miscellaneous**

This Agreement shall be governed by the laws of the State of California. Any legal disputes shall be resolved in courts located in Orange County, California. The prevailing party in any dispute will be entitled to recover reasonable legal fees.

**I indicate my approval of this Agreement and desire to become an Affiliate under these**

terms and conditions by filling out and submitting the *Affiliate Enrollment Form*.