

## Eogogics Affiliate Program: Terms & Conditions

This Agreement contains the Terms & Conditions that apply to each individual person or entity that joins the Eogogics Affiliate Program. As used in this Agreement, "we", "us", or "our" means Eogogics or any of our affiliate companies, as the case may be, and "you" means the applicant. In case of breach of this agreement, Eogogics reserves the right to terminate the Affiliate enrollment, freeze affiliate earnings and refuse withdrawal at any time at sole discretion of the company.

### Enrolling in the Eogogics Affiliate Program

Every contractually capable individual or entity is allowed to enroll in the Eogogics Affiliate Program that accepts and adheres to this Agreement.

#### 1. Advertisement Restrictions

Eogogics prohibits the participation of websites that are determined unsuitable for the Eogogics Affiliate Program due to, but not limited to, legal and ethical reasons. Possible reasons for this might be websites:

- with pornographic content
- that glorify violence, contain youth endangering material or defame or discriminate a person or a group of people because of their religion, their race, their handicap or other reasons
- that contain racist or sexist content
- that infringe on intellectual property of others
- that contain variations of the Eogogics logo or any other Eogogics trademark
- that violate national or international law

It is also prohibited to send bulk e-mails (spam) that contain links to Eogogics without prior consent of the recipient.

#### 2. Order Processing

All orders placed through your personalized affiliate link will be processed by Eogogics or one of its contracted companies. Eogogics reserves the right to reject or cancel any order prior to processing. Only orders that have been fully processed (dispatched) will be listed as Sales in your Affiliate history. In case of fraudulent transactions (for example credit card chargebacks), we reserve the right to reverse already credited Affiliate commissions. You will have access to Affiliate reports summarizing your sales activity by e-mail.

#### 3. Referral Commissions

Eogogics will pay you a referral commission upon successful sale completion. The rate of commission is subject to change at any time without prior notice. For the rate of commission in effect at any time, you

may refer to the Eogogics Affiliate Program document posted on our website. Affiliate commission will only be paid on the total product value (without shipping charges).

You may not purchase products through your own affiliate links for your own use, for resale or commercial use of any kind. This includes orders for customers or on behalf of customers or orders for products to be used by you or your friends, relatives, or associates in any manner. Such purchases may result (upon our sole discretion) in the withholding of referral fees and/or the termination of this Agreement.

#### **4. Compliance with Laws**

By participating in the Eogogics Affiliate Program, you agree as a participant to comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc., are now in effect or later come into effect during the time you are a participant of the program.

#### **5. Term of the Agreement**

The term of this Agreement will commence upon our acceptance of your Affiliate Program application and will end when terminated by either party. Either party of this Agreement is allowed to terminate it at any time, with or without cause, by giving the other party a written notice of termination. Sales commissions will no longer be paid upon termination of the Agreement.

#### **6. Modification**

We may modify any provision of this agreement at any time and in our sole discretion by posting an updated agreement at the Eogogics website. You must terminate your affiliate status with us if any modification has been found unacceptable for you.

#### **7. Limitation of Liability**

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Affiliate Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Affiliate Program will not exceed the total referral commissions paid or payable to you under this Agreement.