

NIA Unit Studies – Affiliate Agreement

The Affiliate Agreement below is between NIA Unit Studies which is located in Illinois (hereafter referred to as “We” “Our”) and the Referral Partner (Hereafter referred to as “You”)

By signing up for our affiliate Program, you agree to the following terms and conditions...

PRIVACY POLICY

NIA Unit Studies will not share your information with anyone for any reason except where set forth in this agreement or required by law. We hate spam as much as you do.

LINK PLACEMENT

The affiliate links **MUST** be placed on the website or blog that was submitted with your application. You may place our banners and/or affiliate links anywhere on your site as you see fit, subject to the following terms...

- Banners must remain the same size and have the same text. Altering of the banners and/or links are not allowed
- When linking to NIA Unit Studies in general and not a specific product, links should point to either the HOME page or the ABOUT US page

PLEASE NOTE: THE FOLLOWING ARE NOT ALLOWED...

- Adult, Hate, or other related sites
- Do not send emails to lists or groups that you do not have permission to send to.
- All other uses of banners or links, such as newsgroups, chat rooms, message boards, banner networks, hit farms, counters, or guestbooks etc. are **NOT allowed. You must only place the links on your website/blog**
- Any placement of creative in a "Desktop" advertising scheme including any and all 3rd party advertising platforms that use a desktop application to display ads in any form.
- Any display of a merchant window that isn't the result of a direct click by the end-user

AFFILIATE PAYMENT

We pay 10% commission on all sales that are generated (pre-sales are not included).

Commission is paid via PayPal on the 1st of every month

EMAIL CONTACT

We reserve the right to contact you at the email you provide us.

CHANGES TO THE SERVICE

We reserve the right to change, modify, add or remove portions of this Agreement at any time and may add to, change, suspend or discontinue any aspect of the Service at any time. In the event of any change, NIA Unit Studies will notify you via e-mail at least 5 days prior to any such changes taking effect, at which time You may either agree to such changes or withdraw from the Service.

LIMITATION OF LIABILITY

NIA Unit Studies, its suppliers, resellers or merchants SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON(S) FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OF OR INABILITY TO USE THE NIA Unit Studies Affiliate SERVICE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA.

You agree that NIA Unit Studies has no responsibility or liability as a result of Your placement of authorized Links from Your Web site, and You agree to hold harmless NIA Unit Studies and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any offer or any other matter related to this Agreement or the subject matter hereof and any dispute relating thereto.

OWNERSHIP AND LICENSES

You, the Affiliate, are granted a non-exclusive, limited, revocable right to use the provided Banners, Logos, Trademarks, and text. All images, technology and content provided for Your use is and shall remain the sole property of NIA Unit Studies, and no part shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, tradenames and service marks related to the foregoing shall remain the exclusive property of NIA Unit Studies. You may not modify the trademarks, banners, the content or any of the images provided to You in any way.

REPRESENTATIONS

NIA Unit Studies is not responsible for the content of accuracy of any website except its own. In addition, an affiliate link does not mean that NIA Unit Studies endorses the content of that website.

JURISDICTIONAL ISSUES

This program is currently offered to US Citizens only. You agree to be bound by this Agreement to the same extent as if You had signed a written agreement containing these terms. This Agreement was executed in and will be enforced in accordance with the laws of the State of Illinois. Any action relating to this Agreement must be brought in the federal or state courts located in Illinois.

MISCELLANEOUS

This Agreement represents the complete agreement concerning this license and may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.