



Affiliate Agreement + Terms and Conditions

Service Provider: Matthew Lee Digital Marketing Agency (MLDMA) | 54 Caraway Street, Springfield Lakes, QLD 4300 | Australian Business Number (ABN): 96 235 366 292

Welcome to the Affiliate Program of **Matthew Lee Digital Marketing Agency (MLDMA)**. These Terms and Conditions govern your participation in our affiliate program. By joining, you agree to comply with these terms.

1. Definitions

- 1.1 **"Affiliate"** refers to the person or entity who applies to participate in the Affiliate Program.
- 1.2 **"MLDMA"** refers to Matthew Lee Digital Marketing Agency.
- 1.3 **"Affiliate Program"** refers to the marketing program managed by MLDMA.
- 1.4 **"Affiliate Link"** refers to the unique referral link assigned to each Affiliate.
- 1.5 **"Client"** refers to the individual or entity that subscribes to MLDMA's services through the Affiliate's referral.
- 1.6 **"Commission"** refers to the payment made to the Affiliate based on the client's subscription fee.

2. Enrolment in the Program

2.1 Application

To enrol, you must complete and submit the online application. MLDMA reserves the right to accept or reject any application at its discretion.

2.2 Approval

Upon approval, you will receive an Affiliate Link and access to promotional materials.

3. Responsibilities of Affiliates

3.1 Marketing

Affiliates may promote MLDMA using ethical and lawful marketing practices. Affiliates must not engage in spamming, false advertising, or misleading practices.

3.2 Affiliate Links

Affiliate Links must be used to track referrals. No other tracking methods are accepted.

3.3 Compliance

Affiliates must comply with all applicable laws, including data protection and marketing regulations.

3.4 Disclosure



Affiliates must disclose their affiliate relationship with MLDMA in all promotional materials, per applicable regulations.

4. Commissions

4.1 Commission Rate

Affiliates will receive 50% of each month's fee for each client they refer and subscribe.

4.2 Payment

Commissions are paid within [30] days of the client's successful payment. Payments are made via [specified payment method, e.g., bank transfer, PayPal].

4.3 Refunds

If a client requests a refund within [30] days, the Affiliate will not receive a commission, or the commission will be deducted from future payments.

4.4 Tracking

MLDMA uses cookies and the Google Forms page to track referrals. Cookies have a [60-day] duration.

4.5 Taxes

The Affiliate is responsible for paying any taxes in their local jurisdictions, without exception.

5. Term and Termination

5.1 Term

This Agreement begins upon approval and continues until terminated.

5.2 Termination

Either party may terminate this Agreement with [30] days' written notice. Immediate termination can occur in the case of a breach of terms.

5.3 Effect of Termination

Upon termination, the Affiliate must cease using all MLDMA promotional materials and Affiliate Links. Unpaid commissions accrued before termination will be paid.

6. Intellectual Property

6.1 License

MLDMA grants Affiliates a non-exclusive, non-transferable license to use MLDMA's logos and promotional materials for the sole purpose of promoting MLDMA services.

6.2 Restrictions

Affiliates may not modify, alter, or create derivative works from MLDMA's materials.

7. Confidentiality

7.1 Confidential Information

Affiliates agree not to disclose any confidential information provided by MLDMA, including client data, marketing strategies, and payment terms.

7.2 Return of Materials

Upon termination, Affiliates must return or destroy all confidential materials.

8. Representations and Warranties

8.1 Authority

Each party represents that it has the authority to enter into this Agreement and fulfill its obligations.

8.2 Non-Infringement

Affiliates warrant that their marketing practices do not infringe any third-party rights.

8.3 Compliance

Affiliates warrant compliance with all applicable laws and regulations.

9. Limitation of Liability

9.1 No Warranty

MLDMA provides the Affiliate Program "as is" without warranty of any kind.

9.2 Limitation

MLDMA is not liable for any indirect, incidental, or consequential damages arising from the Affiliate Program.

10. Indemnification

Affiliates agree to indemnify and hold MLDMA harmless from any claims, damages, or expenses arising from their participation in the Affiliate Program.

11. Miscellaneous

11.1 Amendments

MLDMA may amend these Terms and Conditions at any time. Affiliates will be notified of any changes.

11.2 Governing Law

This Agreement is governed by the laws of QUEENSLAND, AUSTRALIA.

11.3 Entire Agreement



This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

11.4 Severability

If any provision of this Agreement is deemed unenforceable, it will be modified to the extent necessary to make it enforceable, and the remaining provisions will continue in full force.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

Matthew Lee Digital Marketing Agency (MLDMA) | (THE COMPANY)

Signature: _____

Name: Matthew Lee

Title: Founder & CEO

Date: _____

Contact Information:

Matthew Lee Digital Marketing Agency (MLDMA)

 Email: matthewleedma@gmail.com

 Website: www.matthewleedma.com (http://www.matthewleedma.com)

AND

(THE AFFILIATE)

Signature: _____

Name:

Title:

Date: _____

NOTE: This document outlines the affiliate relationship between MLDMA and its Affiliates. Please read carefully and ensure you understand the terms before participating in the Affiliate Program.