

# Affiliate Agreement

Each participant in the affiliate program (“affiliate,” “you,” or similar terms) offered by Robert Bosler (the “Program Operator”) at art-techniques.live art-techniques.shop and/or art-techniques.pro (the “website”) expressly agrees to this affiliate agreement.

**NOTICE:** *Please read this agreement carefully. Unless you expressly agree and consent to this agreement, you may NOT participate in the affiliate program. By participating in the affiliate program, you are agreeing to comply with and be legally bound by the terms and conditions of this contract. If you do not agree to all of the terms of this agreement, please do not register for the affiliate program.*

This agreement incorporates the Program Operator’s Terms and Conditions of Use (located on this website) herein as if it were set forth in full. Throughout this agreement, “affiliate program” refers to the affiliate program operated by the Program Operator in part for the website.

## **Affiliates**

Each affiliate is an independent contractor of the Program Operator and not an employee. Nothing herein is intended to create an employer/employee relationship.

## **Income Tax Liabilities**

Each affiliate acts as an independent contractor and as such is responsible for any or all applicable income taxes, fees, and any other tax liabilities that affect or concern the sales of the products or services, in your country or location.

It is the affiliate’s sole responsibility, and not the responsibility of the Program Operator, to take any steps necessary to recover these sums under any applicable tax code and other applicable laws.

## **Commission Payments**

Commissions are paid after the agreed terms as provided in the Affiliate Program website under the set conditions for each product. Commissions are not paid for any sales for which payment has not been received, or for any transaction that has been rejected for any reason.

We are not responsible for paying interest to affiliates for accrued but not yet delivered commission payments.

If a transaction incurs a charge-back, or if an online transaction is not completed in every way, or if we have reason to believe a transaction is fraudulent or violates any of the terms of this Agreement in our reasonable discretion, no commission payment is due to the affiliate. If a commission has already been paid, then it will be deducted from an active affiliate’s future commissions.

All commissions are paid in US Dollars by PayPal only, to the ‘Business verified’ Paypal address provided at the point of joining our affiliate program, or the Paypal address you subsequently advise us of.

*It is your responsibility to ensure we hold an up-to-date, active Paypal email address for payments. You can advise us if you wish to change this address at any time via our support desk.*

**Note:** We do not send bank transfers for any commissions. Therefore, if you do not have a ‘business verified’ PayPal email address — please do not join our affiliate program.

## **Earning Commission**

art-techniques.live and art-techniques.shop and art-techniques.pro Affiliate/Referral Partners will earn commissions on sales resulting from referrals brought to us through the unique affiliate links

generated inside their Affiliate / Partner Center. Our affiliate links work on a “last click” system, meaning the most recent affiliate link an affiliate clicks should be credited with the sale.

Any purchases referred through links not generated inside the affiliate centre will not track to a specific affiliate account and cannot be attributed to a specific affiliate. In rare cases (at our own discretion) we will credit a sale to an affiliate that has not tracked if they can provide relevant information about the buyer, and we can confirm this with the buyer. Sales will not be attributed to an affiliate if another affiliate has already been credited with the sale (i.e. we will not change the attributed affiliate on a sale).

*On occasion we use cookies to track affiliate referrals and sales. On the JVZoo platform we use their cookieless tracking method in accordance with their latest updated terms.*

We do not pay out commissions on referrals after this period except in the case of our continuity programs which are paid for the duration of the subscription (for as long as the member remains subscribed and actively paying for the membership).

### **Commission Rates**

50% commission will be paid on referred sales of the art-techniques.live and art-techniques.shop and art-techniques.pro courses and products (excluding any special discounts).

Please note any commissions will be calculated on the main course or product price, not including any tax or additional charges.

### **PROHIBITED ACTIVITIES**

You agree that you are NOT allowed to do the following things if approved for the affiliate program. By doing any of the following, you will be terminated from the program and agree that any commissions will be forfeited without recourse:

- You are NOT permitted to conduct e-mail promotions in a 3rd party system – all e-mail contacts MUST be your OWN opt-in e-mail list.
- You cannot buy solo ads, use safe lists, use spam or anything similar. you must NOT run “negative” PPC or IFrame domain campaigns such as “Product name / author name scam” or any other method to attract controversial click thru rates that an ordinary person would deem to portray a negative view of the product. This creates a very bad image for our business and the individuals featured in the products and you will be terminated from the program instantly.
- You cannot earn commission on your own purchase. Any ‘self’ purchase commission will be nullified.
- You are not permitted to use any domain names containing the words art-techniques or any variation on this which infringes on our brand. We reserve the right to enforce trademark infringement.
- iFrames and cloaked domains are not permitted. These can mislead buyers and we use frame busters to prevent them being used. Pre-sell pages are far more effective for you.
- You must not scrape content from our sites, RSS feeds or use the same text. Be sure to create original content so that you get better search results.
- PPC campaigns you run must NOT bid on our brand term or variations of the keyword; art-techniques or its variations. By doing so, you will be terminated from the program and agree that any commissions will be forfeited without recourse.
- You must abide by the laws of your country in all your affiliate promotions. You must never use FAKE testimonials or FAKE news sites or anything false when promoting our offers.
- We do not permit offering cashback, rebates or other discounts as part of your affiliate offer or promotion of art-techniques.live and art-techniques.shop and art-techniques.pro. We

advise promoting art-techniques.live and art-techniques.shop and art-techniques.pro on its own merits. Our most successful affiliates offer unique bonuses such as additional training, resources or setup services.

### **Use of art-techniques.live and art-techniques.shop and art-techniques.pro Branding & Trademark as An Affiliate**

As an affiliate partner of art-techniques.live and art-techniques.shop and art-techniques.pro, you are permitted to use the art-techniques.live and art-techniques.shop and art-techniques.pro trademark in content which directly refers to our brand. However, as highlighted in point 8 above, we do not permit the use of brand bidding on keywords to drive traffic to us, or your own affiliate landing page.

You are not permitted to use our logo or branding in any headers, logos or branding which may make your website appear to be an art-techniques.live and art-techniques.shop and art-techniques.pro web property. Our branding should also not be used in any online advertising media such as Facebook, Twitter, Google ads where it purports to be an official art-techniques.live and art-techniques.shop and art-techniques.pro advert.

You are permitted to use our banners provided in line with our terms of use and affiliate terms of service.

If you have any questions or need further clarification on your use of the art-techniques.live and art-techniques.shop and art-techniques.pro branding, please do get in touch with our support.

### **Governing Law**

This legal contract will be interpreted under and governed by the laws of **New South Wales, Australia**. As an affiliate you indemnify Robert Bosler against any legal costs for any action that may be taken in regard to this agreement, and you wholly agree that all and any costs you incur in taking any legal action, including travel and accommodation and further expenses, will be wholly and entirely born by you as the affiliate.

*This agreement was last updated December 2021.*