**AFFILIATE PROGRAM AGREEMENT**

* **päämiehen versio**

Agenttisopimustyyppinen dokumentti, jolla päämies antaa lukuisille edustajilleen oikeuden markkinoida on-line koulutustuotteitaan ja jossa päämies maksaa edustajalleen kuukausittain komissiota toteutuneista myynneistä.

Tässä sopimuspohjassa päämiehen verkkotuotteiden myynnistä kiinnostunut toimija lähettää päämiehelle hakemuksen, jossa ilmoittaa halukkuudestaan ryhtyä päämiehen edustajaksi. Kaikki sopimusehdot ovat tässä päämiehen markkinointijärjestelyssä vakioehtoja, jotka edustaja joutuu hyväksymään sellaisenaan. Näiden vakiosopimusehtojen lisäksi tässä sopimusjärjestelyssä päämiehellä on myös edustajaa velvoittava erillinen yksityiskohtainen Affiliate Program -dokumentaatio.

Sopimuspohjan kaikki kohdat tulee tarkistaa ja muuttaa vastaamaan käytännön tilannetta; on myös huomioitava, että yhden sopimuskohdan muuttaminen yleensä vaikuttaa myös sopimuksen muihin lausekkeisiin ja lisämuutokset ovat tällöin tarpeen.

 **HUOM.! Tämä sopimuspohja ei sovellu käytettäväksi käytännön tilanteisiin ilman sopimusjuridisen asiantuntijan tarkistusta ja korjauksia.**

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***DRAFT 0.1 - January \_\_, 20\_\_***

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

***Last Revised: July 1, 20\_\_***

**AFFILIATE PROGRAM AGREEMENT**

**1. PARTIES**

This Affiliate Program Agreement (also "Agreement") is entered into by and between

**Softafirma Oy**, a Finnish private limited company (“**Softafirma**” - the terms "we", "us" or "our" shall also refer to Softafirma) and

 the **Partner** (also ”you”, “your”, “**Affiliate**” shall refer to any individual or entity who accepts this Agreement), and is made effective as of the date of electronic acceptance.

**2. OVERVIEW**

This Agreement sets forth the terms and conditions of your use of the **Softafirma Affiliate Program** (the "Affiliate Program"). The current main content of the Affiliate Program is described in a separate Softafirma Affiliate Program Document to be found on the website of Softafirma. Your electronic acceptance of this Agreement signifies that you have read, understood, acknowledged and agreed to be bound by this Agreement.

You acknowledge and agree that (i) Softafirma may notify you of such changes or modifications by posting them to Softafirma website (the “Site” and (ii) your use of this Site after such changes or modifications have been made (as indicated by the "Last Revised" date at the top of this page) shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site.

In addition, Softafirma may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account information, including your email address, current. Softafirma assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate or out-of-date email address.

**3. PARTICIPATION IN THE AFFILIATE PROGRAM**

In order to enroll in the Affiliate Program, you need to submit your application through the affiliate signup form on the Softafirma Site. All affiliate signups are reviewed by us before deciding if an application is accepted. If we determine that your application is not suitable for the Affiliate Program, it may be rejected for any reason.

**4. YOUR RESPONSIBILITIES**

As Softafirma Affiliate, you agree that:

* You shall actively market Softafirma’s Training Courses and other On-Line Services.
* You should follow the privacy policy and marketing guidelines given by Softafirma and not use any marketing practices that may attract clients that are not in good standing.
* You should not act in your own will as per modifying, copying or altering any banners, icons, graphics or any other content that is contained in Softafirma’s Site or any other Softafirma documentation including but not limited to altering and modifying any copyright or trademark notices, without prior written approval from Softafirma.
* It is your full responsibility to provide us with accurate account information and it is your responsibility to keep that information up to date.

If Softafirma suspects or detects patterns of violations of the Affiliate Program Agreement, Softafirma reserves the right, as a result of Agreement violation, to suspend and/or terminate your Affiliate account.

**5. AFFILIATE ADVERTISING**

Only promotional materials that are approved by Softafirma may be used in the Affiliate’s website in order to advertise Softafirma. Approved promotional materials may contain Softafirma trademarks, service marks, logos and slogans for you to display on your Affiliate website.

Softafirma shall have the sole right to decide if a promotional method you use is appropriate. The use of any advertising method that we consider inappropriate may result in a warning, suspension or termination of your affiliate account.

**6. AFFILIATE COMMISSIONS AND INVOICING**

For your successful and identifiable marketing activities you will be receive a sales commission of 10 %, 15 % or “20% as defined in Softafirma Affiliate Program Document.

The commission is payable only for the sales where a student has started the respective Softafirma course and no refunds are available for the student. If the purchase will be canceled or refunded by the request of the student prior to the start of the respective Softafirma course the commission for such purchase will not be credited.

Softafirma will provide you with the commission statement due at the start of a new month and Softafirma shall pay monthly the commissions to the Partner’s bank account. If the monthly commission payout is less than €500 the payout will be transferred to the next payments round. Until the termination of your account, the Affiliate Program terms and conditions will be considered a valid self-billing agreement between Softafirma and you. By signing up for this Agreement you agree and accept self-billing invoices that will be raised by Softafirma.

**7. RELATIONSHIP OF THE PARTIES**

Both the Affiliate and Softafirma agree that they are entering into this Agreement as independent contractors and this Agreement creates no partnership, agency franchise, joint venture, sales representative or employment relationship between them. You have no authority to accept or make any representations or offers on the behalf of Softafirma. You cannot make any statements on your website or otherwise that would contradict anything in this section. In addition the Affiliate and Softafirma state that the Softafirma course materials and any intellectual property rights therein or relating thereto are and shall remain the exclusive property of Softafirma and no license or no other rights are granted to the Affiliate.

**8. ACCOUNT TERMINATION**

At any time you can cancel and terminate your affiliate account by contacting us. Softafirma will send you a confirmation that your account has been terminated, as requested.

Softafirma can terminate an affiliate account: a) with a sixty (60) days prior notice without providing any explanation b) immediately without any prior notice, if your affiliate account or you violate the terms and conditions of this Agreement.

After an affiliate account is terminated, the sales associated with the affiliate will no longer be tracked by us and you will no longer qualify for any future commissions and the Affiliate is obliged to remove any and all promotional materials, links, logos, trademarks, and slogans of Softafirma from Affiliates website within a period of 3 business days. This provision survives the termination of the Agreement. Upon the termination of this Agreement, the Affiliate no longer has the right to use any of Softafirma trademark(s), logo(s), and slogan(s) and will refrain from any actions that may affect the reputation, the image and any business relations with current and potential clients of Softafirma, directly or indirectly.

Once the Affiliate account is terminated, this Agreement is terminated automatically.

**9. CONFIDENTIAL INFORMATION**

The Affiliate shall not disclose, and shall take reasonable measures to cause its employees not to disclose or use otherwise than for the purposes of the implementation of this Agreement or authorize anyone under its control or direction to disclose to any third party or to use otherwise than for the aforesaid purpose any proprietary information (including business and/or trade secrets and technical data) acquired by it from Softafirma by virtue of this Agreement.

The Affiliate's obligations of confidentiality shall survive termination or expiry of this Agreement and shall remain in force until such proprietary information and technical data have become part of the public domain.

**10. GOVERNING LAW**

Any controversy, claim or dispute arising under this Agreement will be resolved according to the jurisdiction and legislation of Finland.

**11. CHANGES TO THE AFFILIATE PROGRAM TERMS**

We remain the right to change any policies or terms of this Agreement at any time. The amendments and/or supplements of the Agreement are effective immediately upon being posted to the Softafirma Site. The current terms and conditions of the Agreement are always available publicly on Softafirma’s Site. If by any means you do not agree with the amendments and/or supplements of the Agreement, you can cancel your account within 10 business days, counting from the date of the amendments and/or supplements. Only an official Softafirma officer has the right to make any amendments and/or supplements to this Agreement. No agent of, or person employed by or under contract with, Softafirma has any authority to alter or vary this Agreement in any way. No oral explanation or oral information given by any party shall alter the interpretation of this Agreement.