



# JET Cabinetry Affiliate Program Terms

Updated on: [May 22, 2024]

By signing up to be an Affiliate in the JET Cabinetry Affiliate Program, You are agreeing to be bound by the following terms. These JET Cabinetry Affiliate Program Terms ("Agreement") constitute a legal agreement between JET Cabinetry ("JET Cabinetry", "we" or "us") and You ("Affiliate" or "You"). This Agreement governs Your participation in the JET Cabinetry Affiliate Program. **IF YOU DO NOT AGREE WITH ANY PROVISION OF THIS AGREEMENT, YOU MAY NOT CONTINUE WITH THE SIGNUP PROCESS OR FURTHER PARTICIPATE IN THE JET CABINETRY AFFILIATE PROGRAM.**

## 1. DEFINITIONS.

1.1. "**Affiliate**" or "**You**" means any person or legal entity that has completed the signup process on an Affiliate Program Website and is a participant of the JET Cabinetry Affiliate Program.

1.2. "**Affiliate Link**" means a link that leads to the JET Cabinetry Website and contains Your Affiliate ID. You will receive Your Affiliate ID upon becoming a participant in the JET Cabinetry Affiliate Program.

1.3. "**Affiliate Program Website**" means [JET Cabinetry Affiliate Program Website](#).

1.4. "**Applicable Laws**" means all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any government authority.

1.5. "**Applicable Data Protection Laws**" means all applicable legislation relating to data protection and privacy including, where applicable, GDPR, the Data Protection Act 2018 of the United Kingdom ("UK"), the Swiss Federal Act on Data Protection, California Consumer Privacy Act and implementing regulations, each as amended or replaced from time to time.

1.6. "**Commission**" means the monetary compensation You receive for sales or other actions covered by the JET Cabinetry Affiliate Program, that You generate through the JET Cabinetry Affiliate Program. The structure of the Commission and payment details depend on the partner level, which is outlined in accordance with Program Terms.

1.7. "**End User**" means an authorized user of the JET Cabinetry Services/Products, who purchases from JET Cabinetry.

1.8. "**Lead**" means a potential customer of JET Cabinetry Services/Products, who is referred to JET Cabinetry through Your Affiliate Link (and who has been approved by JET Cabinetry).

1.9. "**Referral Window**" means the duration of an affiliate cookie from the date of the End User's first arrival on the JET Cabinetry Website through the Affiliate Link according to this Agreement, which ends if a Lead clears its cookies, changes their cookies selections, or after the expiration of the period indicated on the Affiliate Program Website, whichever is first.

1.10. "**JET Cabinetry Affiliate Program**" is a revenue-sharing program, developed by JET Cabinetry that allows You, the Affiliate, to earn Commissions for sales or other actions covered by the JET Cabinetry Affiliate Program arising out of Your promotion of the JET Cabinetry Services pursuant to the terms of this Agreement.

1.11. "**JET Cabinetry Marks**" means the JET Cabinetry® and other JET Cabinetry trademarks, DBAs and trade dress and/or service marks of JET Cabinetry and/or JET Cabinetry's affiliates and subsidiaries.

1.12 "**JET Cabinetry Services/Products**" means the "Services" as defined in Section 1.1 of the JET Cabinetry Terms of Service.

1.13. "**JET Cabinetry Website**" means [www.jetcabinetry.us](http://www.jetcabinetry.us).

1.14. "**Third Party**" means any individual or legal entity other than the parties to this Agreement.

1.15. "**Your Website**" or "**Affiliate Website**" means the website(s) You own and/or operate and which You register for the JET Cabinetry Affiliate Program.

## 2. QUALIFICATION & PARTICIPATION.

2.1. To participate in the JET Cabinetry Affiliate Program, You must apply on the Affiliate Program Website and be accepted by JET Cabinetry into the JET Cabinetry Affiliate Program. To apply, You must:

- Have an established audience or network;
- Have read and agreed to the JET Cabinetry Affiliate Program Terms.

2.2 You agree to provide Your full legal name, a valid email address, and all other information requested to complete the signup process on the Affiliate Program Website.

2.3. Once You have been approved, Your continued right to participate in the JET Cabinetry Affiliate Program is conditioned upon Your ongoing compliance with the terms and conditions of this Agreement and JET Cabinetry's Privacy Policy.

## 3. LICENSE.

JET Cabinetry grants You a limited, non-exclusive, non-assignable, non-sublicensable, nontransferable, revocable license to display and promote the JET Cabinetry Services/Products on Your Website, in

accordance with the terms herein, from the date of JET Cabinetry's acceptance of You into the JET Cabinetry Affiliate Program until the termination of this Agreement as set forth herein.

## **4. PROGRAM REQUIREMENTS AND RESTRICTIONS.**

4.1. Your activities to promote the JET Cabinetry Services/Products must reflect favorably upon JET Cabinetry and the JET Cabinetry Services. You agree to use the most current promotional materials made available by JET Cabinetry to You and update the information related to the JET Cabinetry Services promotional materials on Your Website at least once a year. You will not make any false or misleading statements concerning the JET Cabinetry Services or make any representations concerning the JET Cabinetry Services' specifications, features, capabilities and applicable warranties which are inconsistent with the product descriptions or promotional materials we make available to You.

4.2. JET Cabinetry has the right, but not the obligation, to monitor Your Website. You agree to remove or disable any content or promotional materials related to the JET Cabinetry Services/Products from Your Website upon our request.

4.3. You agree to use JET Cabinetry trademarks, banners, the content, and any images provided to You by JET Cabinetry in accordance with our guidelines and without variation.

4.4. You warrant, represent and covenant that all personal data contained in Leads or any other data or material that You provide to JET Cabinetry have been collected in accordance with all Applicable Laws, including but not limited to, Applicable Data Protection Laws.

4.5. We require, and You expressly agree, that You will not:

4.5.1 Promote JET Cabinetry or the JET Cabinetry Services on any gambling websites, websites with adult, hate, violent, defamatory content, or any other content that JET Cabinetry considers offensive or inappropriate, or in any manner that violates the rights of any Third Party, or that violates any Applicable Laws. Upon our request, You agree to provide to JET Cabinetry any information regarding traffic sources, promotional channels, or Your promotional methods with regard to the JET Cabinetry Services.

4.5.2. Split or share Commissions directly or indirectly with any Lead or End Customer.

4.5.3. Perform any fraudulent activities, commit or attempt to commit fraud or any other harmful actions during your participation in the JET Cabinetry Affiliate Program.

4.5.4. Use any content, screenshots or screengrabs of the JET Cabinetry Website or JET Cabinetry Services without our written consent.

4.5.5. You warrant, represent and covenant that You: (i) will not use the JET Cabinetry Affiliate Program for any illegal or unauthorized purpose; (ii) will ensure that You are compliant with any and all trade and regulatory requirements that may apply to Your participation in the JET Cabinetry Affiliate Program (for example, by clearly stating You are a JET Cabinetry Affiliate on Your Websites where You make an Affiliate

Link available); (iii) will not purchase ads that direct to Your Website(s) or any Third Party site or through an Affiliate Link that competes with JET Cabinetry's advertising, including, but not limited to, our branded keywords; (iv) You will not participate in cookie stuffing or pop-ups; (v) use or create any false or misleading links; (vi) will not SPAM; (vii) will not mask or attempt to mask the referring URL information; (viii) will not use Your Affiliate Link to purchase JET Cabinetry Services for yourself, Your relatives, or employees; and (ix) will not use fraudulent mechanisms to generate traffic, including, but not limited to, sourcing Leads through compilations of personal data such as phonebooks, using fake redirects or other tools or automation software (including but not limited to robots, frames, or hidden frames), or offering non-approved incentives to encourage purchases or signups.

4.5.6 You agree to provide us with documents and information reasonably requested within five (5) days to investigate unauthorized or potentially fraudulent activities associated with Your Account or Your Affiliate Links.

## **5. FTC DISCLOSURE REQUIREMENTS.**

5.1. Your Website or any other promotional advertising must be FTC compliant and include a material disclosure statement before the Affiliate Link identifying your post as a promotional or paid advertisement and that you may receive a Commission from any resulting sales or other actions covered by the JET Cabinetry Affiliate Program. For more information about FTC disclosure requirements, see the FTC's "Dot Com Disclosures".

## **6. COMMISSIONS.**

6.1. Your participation in the JET Cabinetry Affiliate Program is free of charge. To be eligible for a Commission, the Lead must:

- Be a new customer of the JET Cabinetry Services;
- Have used Your Affiliate Link or Name;
- Not have been an existing, active Lead within JET Cabinetry systems (including those of our partners and resellers);
- Be accepted by JET Cabinetry as a valid Lead.

6.2. JET Cabinetry reserves the right to reject a Lead for any reason, at its sole discretion.

## **7. RIGHT TO REVERSE COMMISSIONS AND PARTICIPATION.**

7.1. The Commission rates are posted on the Affiliate Program Website. There are no guaranteed Commissions, payouts, or commission levels. Our commission structure may be updated from time to time and reposted on the Affiliate Program Website and will become effective immediately after we post it. Continued participation after any such update constitutes Your acceptance of the revised commission levels and terms.

7.2. We reserve the right to freeze, void, or reverse any or all Commission at any time for any reason and without warning, including, but not limited to, any actual or suspected breach of this Agreement. In the event of any suspicious activity within Your Account, we may withhold Commission payments until we can verify the transaction.

7.3. If a Lead clears their cookies during Referral Window or changes their cookies selections, JET Cabinetry shall not be liable for any Commissions that may have otherwise been owed to Affiliate.

## **8. TERM AND TERMINATION.**

8.1. This Agreement is effective upon registration on the Affiliate Platform Website ("Effective date"), and remains in effect until terminated by either party.

8.2. You may terminate Your participation in the JET Cabinetry Affiliate Program at any time by sending a written request to JET Cabinetry at [affiliates@jetcabinetry.com](mailto:affiliates@jetcabinetry.com).

8.3 JET Cabinetry may terminate Your participation in the JET Cabinetry Affiliate Program at any time, in our sole discretion and without notice, for any reason, including but not limited to Your breach of this Agreement.

8.4. Upon termination, access to Your Account will be restricted, and You shall not receive any further Commissions, whether paid, unpaid or potential. All licenses and rights to use Your Account, any JET Cabinetry materials, documentation, trademarks will immediately terminate.

8.5. Upon termination of this Agreement for any reason, all provisions regarding indemnification, warranty, liability and limits thereon, and confidentiality and protection of proprietary rights and trade secrets, and any provisions which expressly or by their nature are required to survive such termination in order to achieve their purpose shall so survive until it shall no longer be necessary for them to survive in order to achieve their purpose

## **9. OWNERSHIP AND INTELLECTUAL PROPERTY; USE OF TRADEMARKS.**

9.1. As of Effective Date, You are granted a non-exclusive, limited, revocable right to use the JET Cabinetry Marks. Your use of the JET Cabinetry Marks is subject to the usage guidelines made available by JET Cabinetry from time to time. We may immediately terminate the license to use the JET Cabinetry Marks if we reasonably believe that any of Your use dilutes, tarnishes, or blurs the value of our Marks. You acknowledge and agree that Your use of the JET Cabinetry Marks will not create any right, title or interest in or to the JET Cabinetry Marks other than the license as set forth in this Section. You will not challenge the validity of or attempt to register any of the JET Cabinetry Marks or Your interest therein as a licensee, nor will You adopt any derivative or confusingly similar names, brands, or marks or create any combination marks with the JET Cabinetry Marks. You acknowledge our ownership and exclusive right to use the JET Cabinetry Marks and

agree that all goodwill arising out of the use of the JET Cabinetry Marks shall inure to JET Cabinetry's benefit.

9.2. You agree that JET Cabinetry may identify You as a JET Cabinetry Affiliate and may use Your name and/or logo solely for such purpose in its marketing materials. You furthermore grant us a worldwide, non-exclusive, unlimited, and royalty-free license to use Your name, logo, and service marks in connection with the JET Cabinetry Affiliate Program and this Agreement.

9.3. Your feedback about the Affiliate Program is welcome, though not required. If You share ideas, suggestions, comments, or other feedback with us, You hereby assign to us, and we will own, such ideas, suggestions, comment, or feedback without restriction or obligation of any kind.

## **10. INDEMNITY.**

You agree to indemnify and hold harmless JET Cabinetry and its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) Your use of and access to Affiliate Program Website; (b) Your participation in the JET Cabinetry Affiliate Program; (c) Your breach of any term of this Agreement; and (d) Your violation of Applicable Law or any Third Party right, including without limitation any copyright, property, or privacy right. This indemnification obligation will survive the termination of this Agreement and Your use of Affiliate Program Website and participation in the JET Cabinetry Affiliate Program.

## **11. AUTHORITY.**

Each party represents and warrants to the other party that the person accepting this Agreement is authorized to do so. IF YOU ARE AN INDIVIDUAL, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE ON THE EFFECTIVE DATE OF THIS AGREEMENT. If You are under 18, you may not participate in the JET Cabinetry Affiliate Program or send any information about yourself to us, including Your name, address, telephone number, or email address.

## **12. AFFILIATE WARRANTIES.**

You represent and warrant that: (i) You have all appropriate authority to operate, and to post any and all content on Your Website(s); (ii) You have all appropriate rights to promote Services with any promotional method You may choose to use; (iii) Your Website(s) and Your promotional methods do not and will not infringe a Third Party's or JET Cabinetry's proprietary rights; and (iv) You shall remain solely responsible for any and all Your Website(s) and all of Your promotional methods and/or campaigns and any consequences resulting therefrom.

## **13. WARRANTY DISCLAIMER.**

EXCEPT WHERE PROHIBITED BY LAW, THE JET CABINETRY AFFILIATE PROGRAM AND AFFILIATE PROGRAM WEBSITE ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND WE EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE JET CABINETRY AFFILIATE PROGRAM OR THE AFFILIATE PROGRAM WEBSITE (A) WILL MEET YOUR REQUIREMENTS AND/OR EXPECTATIONS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) WILL BE APPROPRIATE OR AVAILABLE FOR USE IN ALL LOCATIONS; OR (D) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. WE FURTHER MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THE CONTENT ON ANY SITES LINKED TO ON THE AFFILIATE PROGRAM WEBSITE.

## **14. LIMITATIONS OF LIABILITY.**

14.1. In no event shall JET Cabinetry, its officers, directors, employees, or agents, be liable to You or to any Third Party for any indirect, incidental, special, punitive, or consequential damages whatsoever arising from or related to either this Agreement, or use of Affiliate Program Website or participation in JET Cabinetry Affiliate Program. Our maximum liability to You for any damages arising from or related to this Agreement is limited to the greater of (a) \$50 (fifty) USD or (b) any Commissions You properly received in the prior 12 (twelve) months. The existence of more than one claim will not enlarge this limit. The foregoing limitation of liability shall apply to the fullest extent permitted by law.

14.2. JET Cabinetry does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by any Third Party through the Affiliate Program Website, any hyperlinked website or any Affiliate Links or featured in any banner or other advertising, and JET Cabinetry will not be a party to or in any way be responsible for monitoring any transaction between You and Third Party providers of products or services.

## **15. CONFIDENTIALITY.**

Information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally, in writing orally, or electronic form, that is designated as confidential, proprietary, or otherwise not generally available to the public, or that is information about JET Cabinetry customers and prospects, whether or not designated as confidential, shall be treated as confidential ("Confidential Information"). Confidential Information will be safeguarded by the Receiving Party to the same extent that the Receiving Party safeguards its own information of like kind but using not less than a reasonable degree of care. The Receiving Party shall not use Confidential Information for any purpose outside the scope of this Agreement or disclose Confidential Information to any third party (except as explicitly stated in our Privacy Policy). The Receiving Party's obligations under this section shall not apply to information which is (i) publicly available through no fault of the Receiving Party, (ii) already in Receiving Party's possession without obligation of confidentiality, (iii) rightfully obtained by Receiving Party from third parties not under obligation of

confidentiality, or (iv) independently developed by Receiving Party as evidenced by written documentation. If the Receiving Party is requested pursuant to a court or government order to disclose Confidential Information, the Receiving Party will give the Disclosing Party written notice (if not legally prohibited from doing so) sufficient to enable the Disclosing Party to seek protective order and the Receiving Party will cooperate with the Disclosing Party in such effort.

## 16. MISCELLANEOUS.

16.1. **Assignment.** You may not assign or transfer this Agreement, or rights or obligations under it, without our prior written consent. Any assignment or transfer in violation of the foregoing shall be deemed void and of no effect. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16.2. **Force Majeure.** We shall not be liable for failure or delay of performance of our obligations resulting from any condition beyond our reasonable control, including but not limited to, third party' equipment or services, communications failure, governmental action, war, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, or Internet disturbances.

16.3. **Relationships.** JET Cabinetry and the Affiliate are independent entities. Nothing stated in this Agreement will create any partnership or joint venture relationship between You and JET Cabinetry. You do not have any authority to make or accept any offers or representations on JET Cabinetry's behalf.

16.4. **Governing Law and Jurisdictions.** If You are located in the European Economic Area (EEA), Switzerland or the United Kingdom, this Agreement is governed by the laws of the Republic of Ireland and jurisdiction and venue shall be Dublin, Ireland. If You are located within North America, South America or in a country other than in the EEA, Switzerland or the United Kingdom, this Agreement is governed by the laws of the Commonwealth of Massachusetts, U.S.A. and jurisdiction and venue shall be the Commonwealth of Massachusetts. Governing law is without regard to any conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

16.5. **Tax Status and Obligations.** You are obligated to independently assess and comply with all relevant tax and legal requirements, and You are solely responsible for Your own sales tax collection, reporting, and any other obligation arising from Commission income.

16.6. **Entire Agreement.** This Agreement, together with the Privacy Policy, constitutes the entire agreement between You and JET Cabinetry concerning Your participation in the JET Cabinetry Affiliate Program.

16.7 **Changes.** We may change the terms of this agreement from time to time by posting the updated agreement on the website. You can review the most current version of this agreement at any time at the affiliate program website through which you registered, or a successor URL that we may designate. The revised Terms and Conditions will become effective immediately after we post the updated text on the website. If you use the services after such date, such use will constitute acceptance of the revised Terms and Conditions. We also reserve the right to modify the JET Cabinetry Affiliate Program from time to time in our sole discretion. If any change to this Agreement of the Affiliate Program is not acceptable to you, you



may, as your sole remedy for such change, stop using the Services and send a cancellation request email to affiliates@jetcabinetry.com.

16.8. **Languages.** This Agreement is in the English language, which prevails over any translations of it to other languages, made by us and provided to You for Your convenience, as applicable. The JET Cabinetry Affiliate Program is designed in the English language and its translations into other languages may contain inaccuracies for which we shall not bear any responsibility; we suggest using the English version and resorting to versions in other languages only for references and at Your own risk. You also agree to have all communications with us in English.

16.9. **No Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy; and will not be construed as a waiver of any subsequent breach or default under the same or any other provision of this Agreement.

16.10. **Severability.** All the provisions of this Agreement are distinct and severable. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, this shall not impair the operation of this Agreement or affect the other provisions which are valid.

16.11. **Electronic Notices.** All notices, requests, claims, demands, and other communications regarding this Agreement should be addressed to affiliates@jetcabinetry.com. You agree to receive communications from us in an electronic form. Electronic notices will be delivered to Your email address which You used for registration purposes. All communications in electronic format will be considered to be "in writing" and to have been received on the day that we send them.