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**TERMS AND CONDITIONS FOR ARGANISSIMA NEW YORK AFFILIATE PROGRAM**

Any participation in Arganissima New York Affiliate Program “(Program”) is as an independent contractor (“Participant”) of Arganissima New York, Inc. and such participation is limited to legally advertising Arganissima New York (“Product”) and the receipt of a Commission on Product purchased by individuals referred by Participant to the Arganissima New York website {“Arganissima New York Website”) through Participant’s website (“Participant’s Website”).

By applying for the Program, Participant agrees to these Terms and Conditions:

Arganissima New York, Inc. reserves the right to approve or reject any Program application in its sole and absolute discretion.

**Commissions**

Arganissima New York, Inc. will pay the participant a commission of twenty percent (20%) of the amount of Product sold through the Participant Affiliate in accordance with the Program (“Commissions”). Commissions will be paid once a month within 30 days following the end of each month that Product is sold through the Program.

If the monthly Commission is less than $50.00, this amount will be added to the next month total. Once the Commission total exceeds $50.00, a payment will be issued for the accrued Commissions within 30 days following the end of that month.

Participant will not receive a commission on Participant’s own personal orders. Commissions will only be paid for transactions that have been successfully completed. Participant shall not receive a Commission for any transaction that results in chargebacks or refunds.

**Termination**

Participant’s participation in the Program shall be for a term of one year, commencing on Participant’s acceptance in the Program and shall automatically renew annually unless otherwise terminated as provided herein (“Term”).

The following activities are not allowed by Participation in the Program and may result in suspension or termination by Arganissima New York, Inc.:  
• Inappropriate advertisements (false claims, misleading hyperlinks, etc.)  
• Spamming  
• Advertising on sites containing or promoting illegal activities.  
• Offering rebates, coupons, or other form of promised kickbacks from a Commission as an incentive.  
• Self-referrals, fraudulent transactions, and suspected fraud.  
• Violation of any law or governmental regulations.

In addition to the foregoing, Arganissima New York, Inc. reserves the right to terminate any Participant’s participation at any time for any other violations of this Agreement, or for any or no reason.

**Affiliate Links**

Participant is hereby granted a limited non-exclusive license for the term of Participant’s participation in the Program, which is limited to a non-exclusive license to use the graphics and information and/or links provided by Arganissima New York, Inc. on Participant’s website.

Participant may ONLY use the graphics and text provided by Arganissima New York, Inc. or copied from the Arganissima New York Website, solely for the promotion of Arganissima New York products.

**Liability**

Arganissima New York, Inc. will not be liable for any damages, due to Participant for tracking failures, loss of database files, or intents of harm to the Program and/or to the Arganissima New York Website.

Arganissima New York, Inc. does not make any express or implied warranties with respect to the Program. Arganissima New York, Inc makes no claim that the Program and/or the ARGANISSIMA NEW YORK Website operation will be error-free and Arganissima New York, Inc. will not be liable for any interruptions or errors.

**Indemnification**

Participant shall indemnify, defend, and hold Arganissima New York, Inc. and its officers, directors, employees, licensees, and its successors and assigns, harmless from any and all liabilities, damages, fines, judgments, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or related to any and all claims sustained in connection with this Agreement due to the actions of Participant.

**Venue and Jurisdiction**  
The parties’ respective rights hereunder shall be governed by the laws of the State of Colorado. In the event of litigation, suit shall be brought in the applicable Colorado State or County Court.

**Modification of Terms and Conditions of the Agreement**  
These Terms and Conditions may be modified by Arganissima New York, Inc. at any time. If any modification to the Terms and Conditions are unacceptable to Participant, Participant shall have the right to terminate its participation in the Program. Participant’s continuing participation in the Program will constitute Participant’s acceptance of any modification.

AFFILIATE SIGNATURE:

DATE:

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[Shop Arganissima New York.](https://c-60.com/buy-now/)

Got a question?   Call Bob [(720) 600-6040](tel:7206006040)

**Liability for Arganissima New York™ or Arganissima New York, Inc.:** We limit our liability to the amount of the purchase price of our product. By using our product, you accept and agree to the limits of our liability. All wholesale, 10 or more bottle packs, and private label orders are FOB shipping point (Freight On Board shipping point).

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