**FRIEDNLY MARKETING**

**AGENT TERMS AND CONDITIONS**

**ACCEPTANCE**

BY ENTERING INTO A CONTRACTUAL OBLIGATION WITH FRIENDLY MARKETING, YOU ACKNOWLEDGE AND VOLUNTARILY BIND YOURSELF TO THE FOLLOWING **AGENTS’ TERMS AND CONDITIONS** IN ADDITION TO [FRIENDLY MARKETING TERMS AND CONDITIONS](https://www.friendlymarketing.us/Terms-and-Conditions).

**DEFINITIONS**

Friendly Marketing: Primary designer/Website owner and employees, principal, or affiliates.

The Client: The company, organization or individual requesting the services of Friendly Marketing, heretofore known as “you.”

**INTELLECTUAL PROPERTY RIGHTS**

All website, graphics, content, and programming code remain the sole property of Friendly Marketing. Scripts, PHP scripts, content or software written by Friendly Marketing remain copyrighted by Friendly Marketing and may only be commercially reproduced or resold with the express written permission from management of Friendly Marketing.

**DISCLAIMERS AND LIMITATIONS ON LIABILITY**

Friendly Marketing shall not be held liable for: URLs that are dropped or excluded by a search engine for any reason; performance delays or failures caused by internet service provider (ISP) delivery difficulties or failure; other acts or causes beyond their control.

You clearly acknowledge that the use of Friendly Marketing's services is entirely at your own risk. You also understand that Friendly Marketing provides all services on an "as is" and "as available" basis. You hereby hold Friendly Marketing blameless and waive any claim against Friendly Marketing originating from data loss due to corruption, piracy, breach of security, or any other reason that is not a direct result of Friendly Marketing's willful or grossly negligent conduct.

**COMMISSION**

A commission agent's fee for carrying out responsibilities specific to the product or service is a percentage of its sales, and it will not exceed 20% of the total service or product.

**PAYMENT OF COMMISSION**

Friendly Marketing shall pay the Agent the commission due under this Agreement no later than the end of the last payment or full payment made by the Customer.

All sums payable under this Agreement are exclusive of any value added tax or other applicable sales tax, which shall be added to the sum in question. A VAT invoice shall be provided against any payment.

* **Disputes Over Commission:** If a disagreement develops regarding the amount of commission payable by the Principal to the Agent, the matter will be sent to the principal’s auditors for resolution, and their certificate will be final and binding on both parties.

**ANTI-BRIBERY**

The Agent must follow all applicable anti-bribery and anti-corruption laws, statutes, and regulations, including but not limited to the US Foreign Corrupt Practices Act.

**TERMINATION**

If the Agent violates a material term of this Agreement and fails to correct the violation (if remediable) within 60 days of receiving written notice to do so, without affecting any other right or remedy available to it, the principal may immediately terminate this Agreement by giving written notice to the Agent.

Friendly Marketing reserves the right not to refund the customer after 30 days from the date of the customer's payment if the customer wishes to terminate the service. In the event that the customer wishes to cancel the service within 30 days from the date of the customer's payment, the agent has no right to claim the commission and Friendly Marketing has the right not to pay the commission to the agents. In the event that the customer stops paying for the service, the agent's commission rate is calculated based on the advice of the friendly marketing company's auditor.

**GENERAL**

* **Confidentiality**

1. Each party agrees that it will not, at any time during the length of this Agreement or for one year following its termination, divulge to any person any sensitive information pertaining to the business, affairs, clients, customers, or suppliers of the other party.
2. Each party is permitted to reveal the private information of the other.
3. to the party's officers, representatives, contractors, subcontractors, or advisers who require access to the information to carry out their duties under this Agreement. Each party shall ensure that any of its employees, officers, representatives, contractors, subcontractors, or advisers to whom it discloses the confidential information of the other party complies with this provision (b).
4. as would be necessary in accordance with the law, a court with appropriate jurisdiction, or other governmental or regulatory body.
5. The sole purpose for which a party may utilize another party's sensitive information is to carry out that party's obligations under this Agreement.

**SEVERANCE**

This Agreement's provisions and parts shall be deemed amended to the minimum extent necessary to render them valid, legal, and enforceable in the event that any provision or part-provision is or becomes invalid, unlawful, or unenforceable. The relevant provision or part-provision shall be presumed eliminated if such alteration is not practicable. The legality and enforceability of the remaining provisions of this Agreement will not be impacted by the alteration or deletion of any provision or part-provision under this section.