

# INTERBUILD - Affiliate Agreement

Terms and Conditions

Last modified: November 12, 2020

## • 1. General

These Terms and Conditions (the "**Affiliate Agreement**") govern the Affiliate Program that is made available by **Interbuild Global Distribution Ltd, Hong Kong** and its daughters ("**INTERBUILD**", "**we**" or "**us**").

These Terms and Conditions represent the whole agreement and understanding between **INTERBUILD** and the individual or entity who participates in the Affiliate Program / Concept as explained here: <https://www.interbuild.shop/110917551726.html> (the "**Affiliate**", or "**you**").

Please read this agreement careful as it represents a legally binding agreement between you and **INTERBUILD**. By submitting your application and by your use of the Affiliate Program, you agree to comply with all of the terms and conditions set out in this Affiliate Agreement. **INTERBUILD** may terminate your Affiliate Account at any time, with or without notice, for conduct that is in breach of this Affiliate Agreement, for conduct that **INTERBUILD** believes is harmful to its business, or for conduct where the use of the Affiliate Program is harmful to any other party.

## • 2. Referral Tracking

**INTERBUILD** will provide the Affiliate with specific Referral Links to link advertisements and other marketing content to **INTERBUILD.shop**. **INTERBUILD** will track users who have visited these Referral Links using cookies, which expire after 30 days. Only users who make a purchase while the cookie is active will be considered referrals of the Affiliate and recorded as such in the Affiliate Dashboard.

The Affiliate is not authorized to modify or alter the Referral Links or the cookies in any way. **INTERBUILD** is not responsible for any tracking or reporting errors that may result from any modifications to the Referral Link or the cookies.

### • 3. Affiliate Fees and Payouts

The Affiliate has the authority to offer their followers a 10 % discount on Purchases at **INTERBUILD.shop** and will be paid a commission as stated in the Interbuild Affiliate Concept presentation as shown under the tab "Our Affiliate Program Explained" on bottom of page **INTERBUILD.shop** within 14 days of a months end for the foregoing month and provided the Affiliate has been sending **INTERBUILD** their correct invoice through the **Affiliate's** DASHBOARD available to them at **INTERBUILD.shop**.

Payouts are paid in relation Invoices created for what the **Affiliates** Followers have been purchasing and have had delivered in the foregoing month. The price in local currency is recalculated into USD as per the Invoice date and the **Affiliate** is entitled to commission on this amount excl VAT. VAT may be charged on this commission provided the **Affiliate** is registered for VAT in its country. In the calculations of commissions, **INTERBUILD** will deduct the value of returns and cost for returns, caused by the **Affiliates** Followers.

Payments will be made in USD to **the Affiliates** registered Bank Account.

Payments are made provided

- i. The **Affiliate's** User Account remains active and in good standing.
- ii. The **Affiliate's** Followers accounts has not had any of its payments refunded, charged back or otherwise reversed. I.e. for whatever cost **INTERBUILD** might suffer for reasons like this, the equivalent cost will be deducted on the **Affiliates** commission.

All web page error requests (such as 403 errors or 404 errors) will direct traffic to a default **INTERBUILD** error page. This error page informs visitors that the web page they are looking for cannot be found, and may include, but without limitation to, the following:

- iii. Links to additional products and services offered by **INTERBUILD.shop**.
- iv. An internet search engine interface.

Affiliate's are responsible for correctly sharing their Bank Details on the **INTERBUILD.shop** DASHBOARD in order to get hassle free payments. Should there be payment problems using the Affiliate's reported Bank Details in spite of correction attempts, the Affiliate's account with **INTERBUILD** will become void, and any unpaid **Affiliate** Fees will be forfeited, after 12 calendar months.

In the event of any activity deemed suspicious by **INTERBUILD**, **INTERBUILD** may delay the payment of **Affiliate** Fees by up to 6 calendar months to verify the relevant transactions. **INTERBUILD** reserves the right to recalculate, void, or disqualify any referrals or **Affiliate** Fees in the event of any fraudulent, deceptive or otherwise illegal activity.

- **4. Advertisements and posting Posts on Social Media and elsewhere**

**INTERBUILD** hereby grants the **Affiliate** a non-exclusive, non-transferable, limited license to use the **INTERBUILD** logos for the sole purpose of promoting the **INTERBUILD products** within the context of the **INTERBUILD** Affiliate Program. This license will expire upon termination of the **Affiliate's** participation in the Affiliate Program.

The Affiliate may only display advertisements that contain **INTERBUILD** logos or service marks in good taste. The Affiliate may not use **INTERBUILD** 's logos or service marks in a manner that, in **INTERBUILD** 's sole discretion, portrays **INTERBUILD** in negative light.

The Affiliate will be solely responsible for its own marketing activities. All marketing activities must be professional and in full compliance with all applicable laws.

**INTERBUILD** may, without prior notice, require the Affiliate to remove or modify any advertisements in **INTERBUILD** 's sole discretion.

- **5. Termination**

The **Affiliate** may terminate the **Affiliate's** participation in the Affiliate Program with immediate effect by giving the other party a written notice of termination.

**INTERBUILD** reserves the right to terminate the **Affiliate's** participation in the Affiliate Program at any time for conduct that is in material breach of this Affiliate Agreement or for conduct that **INTERBUILD**, in its sole discretion, deems to be harmful to its business or any third party.

Upon termination, the **Affiliate** will lose access to its Affiliate Dashboard and will forfeit all potential or unpaid Affiliate Fees.

- **6. Relationship of Parties**

**INTERBUILD** and the Affiliate are independent contractors. Nothing in this Affiliate Agreement will create any partnership, employment, representative, agency, or joint venture relationship between the parties. The **Affiliate** has no authority to act on **INTERBUILD**'s behalf.

- **7. Limitation of Liability**

The Affiliate Program is provided on an "as is" and "as available" basis and the use of the Affiliate Program is at the **Affiliate**'s own risk. **INTERBUILD** makes no representations or warranties, either expressed or implied, with respect to the Affiliate Program, or any service or information provided through the Affiliate Program.

**INTERBUILD** is not responsible for any damages, injury or economic loss arising from the use of Affiliate Program. Should any part of the Affiliate Program cause damage or inconvenience to the **INTERBUILD** or anyone claiming through the Affiliate, the **Affiliate** assumes responsibility and the entire cost for them.

The **Affiliate** will indemnify and hold harmless **INTERBUILD**, its directors, officers, employees, agents, subsidiaries, and third parties from and against any losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees, costs of investigation) arising out of or relating to the **Affiliate**'s or any third party's operations or use of the Affiliate Program.

- **8. Modification**

**INTERBUILD** may, in its sole discretion, change or modify this Affiliate Agreement at any time, with or without notice. Such changes or modifications shall be made effective for all Affiliates upon posting of the modified Affiliate Agreement to this web address: <https://www.interbuild.shop>. The **Affiliate** is responsible for reading this

document from time to time to ensure that its use of the Affiliate Program remains in compliance with this Affiliate Agreement.

If any modification is unacceptable to the **Affiliate**, its sole recourse shall be to terminate this Affiliate Agreement. The Affiliate's continued participation in the Affiliate Program will constitute binding acceptance of such modifications.

## • 9. Miscellaneous

The **Affiliate** warrants and represents that it is over the age of 19 and is qualified to enter into this Affiliate Agreement.

The **Affiliate** warrants and represents that its actions and its participation in the Affiliate Program is in compliance with all applicable laws, rules, regulations, and any requirements of governmental authority at all times. **INTERBUILD** reserves the right to terminate the **Affiliate's** participation in the Affiliate Program if **INTERBUILD** determines, in its sole discretion, that the **Affiliate's** actions or its participation in the Affiliate Program is in violation of any laws, rules, regulations, or any requirements of governmental authority.

This Affiliate Agreement constitutes the entire understanding between **INTERBUILD** and the **Affiliate**. This Affiliate Agreement supersedes any other contracts or understandings between the parties hereto and neither party shall be bound by any statements or representations that are not embodied in this Agreement.

## • 10. Applicable Law and Potential Dispute resolution

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

- The arbitral tribunal shall be composed of a sole arbitrator.
- The seat of arbitration shall be Gothenburg, Sweden
- The language to be used in the arbitral proceedings shall be Swedish
- This contract shall be governed by the substantive law of Sweden

- **Validity**

This Agreement comes into force in the same moment as the Affiliate posts a Post in Social Media or Advertisement or similar, using the unique Hyperlink given to them by **INTERBUILD** and is valid until either Party terminate this Agreement for reasons as explained above or for any reason at any time.