Agents24x7 Affiliate Program – Terms & Conditions

Last updated: 23 July 2025

These Affiliate Terms & Conditions (the "**Agreement**") set out the rights and obligations between **Codpal Limited** (trade name **Agents24x7**, registration no. HE 437774, incorporated in Cyprus with its registered office at Florinis 7, Greg Tower, 2nd Floor, 1065 Nicosia, Cyprus) ("**Agents24x7**", "**we**", "**us**", "**our**") and the entity or individual accepting these terms ("**Affiliate**", "**you**"). By submitting an application to, or participating in, the Agents24x7 Affiliate Program (the "**Program**"), you agree to be bound by this Agreement.

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1. Definitions

- **"Subscription Revenue"** means the gross recurring fees actually received by Agents24x7 for a Referred Subscription, excluding taxes, refunds, chargebacks, credits, discounts, and fees paid to payment processors.
- **"Commission"** means the percentage of Subscription Revenue payable to Affiliate under Section 4.
- **"Referred User"** means a first-time customer who arrives at the Site using your unique Referral Link and purchases a paid subscription within the **7-day** attribution window.
- **"Referred Subscription"** means any active, paid subscription plan purchased by a Referred User.
- **"Referral Link"** means the unique tracking URL or promotional code generated for Affiliate through the Program Portal.
- **"Program Portal"** means the online dashboard we provide for tracking referrals, Commissions, and payments.

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2. Enrollment & Eligibility

1. **Application.** Submit a complete and accurate application through the Program Portal. We may approve or reject applications in our sole discretion.
2. **Age & Authority.** You must be at least 18 years old and have the legal authority to enter into this Agreement on behalf of yourself or the entity you represent.
3. **Prohibited Applicants.** We may reject or later terminate Affiliates who:
    - Promote hateful, sexually explicit, violent, or illegal content;
    - Engage in fraudulent, deceptive, or spam practices;
    - Are subject to EU, U.S., or U.K. sanctions or are located in embargoed jurisdictions.

3. Referral Tracking & Attribution

1. **Tracking Method.** Referrals are tracked via cookies or URL parameters embedded in your Referral Link.
2. **Cookie Duration.** A cookie is placed for **7 calendar days** from the first click. If the prospect purchases within this period, the referral is attributed to you.
3. **Last-Click Attribution.** If multiple Affiliates refer the same user, the attribution is awarded to the Affiliate whose Referral Link was last clicked before purchase.
4. **Link Integrity.** Altering Referral Links, masking URLs to obscure tracking, or refusing to allow cookies may void referral credit.

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4. Commission Structure

- **Commission Rate:** A flat **7.5 %** of Subscription Revenue for each Referred Subscription.
- **Recurring Period:** Commission is payable for the first **12 months** of each Referred Subscription, provided the subscription remains active and this Agreement is in force.
- **Adjustments:** Refunds, chargebacks, promotional credits, and taxes are deducted before Commission calculation.

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5. Payment Terms

1. **Schedule.** Commissions are calculated monthly and paid on or before the last business day of the following month.
2. **Minimum Payout Threshold.** Payments are issued once accumulated unpaid Commissions reach **$100 USD**. Balances below the threshold roll over.
3. **Method.** Payments are made via Stripe, PayPal, or bank transfer (SEPA) as specified in the Program Portal. All transfer fees are borne by Affiliate and deducted from the payout.
4. **Currency.** Commissions are calculated and paid in **United States dollars (USD)** unless agreed otherwise in writing.
5. **Chargebacks & Fraud.** If a payment is refunded or found fraudulent after Commission has been paid, we may deduct the corresponding amount from future payouts or invoice you.

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6. Promotional Guidelines

1. **Allowed Channels.** Websites, blogs, social media posts, email newsletters (opt-in), webinars, and offline events, provided they comply with this Agreement.

2. **Brand Usage.** You may use Agents24x7 trademarks and approved marketing materials solely to promote the Services. You must follow our brand guidelines and may not modify logos or assets without permission.
3. **Prohibited Practices.** You **must not**:
    - Send unsolicited commercial email (spam) or use purchased email lists;
    - Make false or misleading claims about Agents24x7 or its Services;
    - Bid on Agents24x7 or Codpal trademarks (or close variants) as keywords for search-engine or social-media advertising;
    - Use cookie stuffing, link cloaking, or automatic redirection;
    - Pretend to be Agents24x7 (impersonation) or operate deceptive landing pages;
    - Promote on websites containing illegal, defamatory, or infringing content.

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7. Marketing Materials & Intellectual Property

1. **License.** We grant you a non-exclusive, non-transferable, revocable license to use our trademarks, logos, and promotional materials ("**Assets**") solely in compliance with Section 6.
2. **Restrictions.** You may not:
    - Alter or create derivative works of the Assets;
    - Register domain names, social handles, or advertising accounts containing our trademarks;
    - Use Assets in a manner that disparages or harms our reputation.
3. **Ownership.** All intellectual-property rights in the Assets and Services remain exclusively with Agents24x7.

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8. Representations, Warranties & Compliance

Affiliate represents and warrants that:

1. **Authority & Capacity.** You have full legal power and authority to enter into and perform under this Agreement and to bind any entity you represent.
2. **Lawful Marketing.** You will comply with all applicable laws, regulations, and industry guidelines—including but not limited to GDPR, CAN-SPAM, U.S. FTC, U.K. ASA/CAP Codes, and EU ePrivacy rules—when promoting the Services.
3. **Disclosure.** You will make clear and conspicuous disclosures of your affiliate relationship in any endorsement, review, or promotional communication, as required by law.
4. **No Infringement.** Your content and marketing materials do not infringe the intellectual-property or privacy rights of any third party.

5. **Export Controls & Sanctions.** You will not promote the Services in violation of U.S., EU, or U.K. export-control and sanctions laws.

Breach of this section constitutes grounds for immediate termination under Section 10.

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9. Performance Incentives & Bonuses

We may run time-limited campaigns offering increased Commission rates, cash bonuses, or prizes (collectively "**Promotions**"). Eligibility, rules, and payout terms for each Promotion will be detailed in the campaign communication and form part of, and are subject to, this Agreement.

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10. Term & Termination

1. **Term.** This Agreement begins upon our written acceptance of your application and continues until terminated by either party.
2. **Termination for Convenience.** Either party may terminate this Agreement at any time, with or without cause, by providing written notice via email.
3. **Termination for Cause.** We may immediately suspend or terminate your Affiliate status if you breach this Agreement or engage in prohibited activities.
4. **Dormancy.** We may automatically terminate this Agreement if you have not generated any Commissionable sales for a continuous period of twelve (12) months.
5. **Effect of Termination.** Upon termination:
    - All licenses granted herein immediately cease;
    - You must remove all Referral Links and Assets within 7 days;
    - We will pay all valid, outstanding Commissions earned prior to the termination date, subject to Section 5. Chargebacks received after termination remain your responsibility.

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11. Taxes & Reporting

1. **Responsibility.** You are solely responsible for determining, collecting, reporting, and remitting any taxes, duties, or governmental fees arising from Commissions you earn.
2. **Tax Documentation.** We may require you to provide tax identification, VAT numbers, or forms (e.g., W-8BEN, W-9). Failure to provide documentation may delay payments.

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12. Confidentiality

All non-public information disclosed by Agents24x7—including but not limited to pricing, technical details, and business strategies—must be kept confidential and used solely for the purpose of performing under this Agreement.

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13. Indemnification

Affiliate shall **defend, indemnify, and hold harmless** Codpal Limited, its officers, directors, employees, agents, and affiliates (collectively, "**Codpal Entities**") from and against any and all third-party claims, demands, actions, damages, liabilities, costs, and expenses—including reasonable attorneys' fees—arising out of or related to:

1. Affiliate's breach of this Agreement;
2. Affiliate's marketing activities, websites, or content;
3. Affiliate's misuse of Codpal trademarks, logos, or other Assets; or
4. Affiliate's violation of any applicable law or regulation.

Codpal will give Affiliate prompt written notice of any claim and reasonable cooperation at Affiliate's expense. Affiliate shall control the defense and settlement of the claim, provided that Affiliate may not settle any claim without Codpal's prior written consent if the settlement (a) imposes any liability or obligation on a Codpal Entity, (b) requires a public statement on behalf of a Codpal Entity, or (c) does not fully release all Codpal Entities. The foregoing obligations shall not apply to the extent a claim is caused by Codpal's gross negligence or willful misconduct.

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14. Disclaimers & Limitation of Liability

1. **No Warranty.** The Program and Services are provided "as is" without warranties of any kind.
2. **Limitation.** To the fullest extent permitted by law, neither party will be liable for indirect, incidental, special, or consequential damages. Agents24x7's aggregate liability under this Agreement shall not exceed the total Commissions paid to you during the three (3) months preceding the claim.

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15. Force-Majeure

Neither party shall be liable for any failure or delay in performance (except payment obligations) caused by circumstances beyond its reasonable control, including natural disasters, pandemic, war, terrorism, labor disputes, internet or utility outages, and

governmental actions. The affected party shall promptly notify the other and use commercially reasonable efforts to mitigate the impact.

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16. Amendments

We may modify this Agreement at any time by posting the revised version in the Program Portal or notifying you by email. Continued participation after the effective date constitutes acceptance.

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17. Governing Law & Dispute Resolution

This Agreement is governed by the laws of the Republic of Cyprus. The courts of Nicosia, Cyprus, shall have exclusive jurisdiction over all disputes arising from or relating to this Agreement, unless mandatory consumer-protection laws provide otherwise.

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18. Miscellaneous

1. **Independent Contractors.** The parties are independent contractors. Nothing herein creates a partnership, joint venture, franchise, or employment relationship.
2. **Non-Exclusivity.** This Agreement is non-exclusive; each party may enter into similar agreements with third parties.
3. **Assignment.** You may not assign or transfer your rights or obligations under this Agreement without our prior written consent.
4. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior proposals or agreements, oral or written, concerning its subject matter.
5. **Severability.** If any provision is held invalid or unenforceable, the remaining provisions will remain in full force.
6. **No Waiver.** Failure to enforce any provision will not constitute a waiver of that or any other provision.

By clicking “I Accept” or otherwise indicating consent, you represent that you have read, understood, and agree to be bound by these Affiliate Terms & Conditions.