Affiliate Program Operating Agreement for Campus Ink

Updated: November, 2024

This Affiliate Program Operating Agreement ("Operating Agreement") contains the terms and conditions that govern your participation in the Campus Ink Affiliate Program (the "Program"). "We," "us," or "our" refers to **Campus Ink**. "You" or "your" means the applicant. A "site" refers to a website. "Campus Ink Site" refers to the e-commerce platform operated by Campus Ink. "Your site" refers to any website(s), software application(s), or mobile application(s) that you link to the Campus Ink Site. "Advertising Fees" means commissions earned for a successful and verified sale of a product on the Campus Ink Site by a customer using your referral link.

By participating in the Program, you agree to the terms and conditions of this Operating Agreement.

1. Description of the Program

The Program allows you to advertise products sold on the Campus Ink Site and earn advertising fees for Qualifying Purchases (defined in Section 7) made by your referrals. To facilitate your advertisements, we may provide you with content, including data, images, text, and link formats, collectively referred to as "Content."

2. Enrollment

To participate, you must submit a complete and accurate application, including identifying your site. We reserve the right to reject any application at our sole discretion for reasons such as promoting unsuitable materials, violating intellectual property rights, or any other reasons outlined herein.

3. Links on Your Site

Upon acceptance into the Program, you may display special affiliate links ("Special Links") on your site that comply with the guidelines provided. Only Qualifying Purchases made through these Special Links are eligible for advertising fees.

4. Program Requirements

As a participant, you must comply with all policies, schedules, and guidelines referenced in this Operating Agreement. This includes maintaining accurate contact and account information and adhering to operational documentation. Non-compliance may result in withheld advertising fees or termination of this Operating Agreement.

5. Responsibility for Your Site

You are solely responsible for the operation and maintenance of your site, including:

- Displaying Special Links and Content in compliance with this Operating Agreement.
- Ensuring the appropriateness and legality of materials on your site.
- Disclosing your affiliate relationship with Campus Ink to users.

6. Order Processing

We will process product orders placed by customers using Special Links from your site. We reserve the right to reject orders that do not comply with our requirements. Reports summarizing Qualifying Purchases will be made available to you.

7. Advertising Fees

Advertising fees are earned based on Qualifying Purchases as defined herein. Qualifying Purchases exclude orders placed for resale, personal use, or via prohibited methods such as coupon websites or unauthorized paid search placements.

8. Advertising Fee Payment

Advertising fees are paid monthly for Qualifying Purchases. Payments are subject to applicable taxes, withholdings, and any required documentation.

9. Policies and Pricing

All customer interactions, including pricing, terms of sale, and returns, are governed by the policies set forth on the Campus Ink Site.

10. Identifying Yourself as an Affiliate

You must not misrepresent your relationship with Campus Ink. Additionally, your site must include a disclosure stating your participation in the Campus Ink Affiliate Program.

11. Limited License

We grant you a non-transferable, non-exclusive, and revocable license to use Content provided under this Operating Agreement for the purpose of promoting the Campus Ink Site.

12. Reservation of Rights

Campus Ink retains all rights, title, and interest in the Program, Content, and associated intellectual property. Suggestions or submissions made by you become our exclusive property.

13. Compliance with Laws

You must comply with all applicable laws and regulations in connection with your participation in the Program.

14. Term and Termination

This Operating Agreement is effective upon acceptance of your application and remains in effect until terminated by either party. Upon termination, you must immediately stop using all Content and remove any links to the Campus Ink Site.

15. Modification

We may update this Operating Agreement at any time. Your continued participation in the Program constitutes acceptance of any changes.

16. Relationship of Parties

Both parties are independent contractors. This Agreement does not create any partnership, joint venture, or employment relationship.

17. Limitation of Liability

Campus Ink is not liable for indirect, incidental, or consequential damages arising from your participation in the Program.

18. Disclaimers

The Program and associated Content are provided "as is." Campus Ink makes no warranties regarding the functionality or uninterrupted operation of the Program.

19. Governing Law and Disputes

This Agreement is governed by the laws of the State of Illinois. Disputes shall be resolved in courts located in Illinois.

20. Miscellaneous

You may not assign this Agreement without prior written consent. Confidential information shared during the Program must remain confidential.

Mobile Application Policy

Approved Mobile Applications must:

- Be free to download and accessible without payment.
- Not emulate Campus Ink's shopping functionality.
- Adhere to all terms in this Operating Agreement.

By continuing to participate in the Program, you agree to these terms.