

Advertiser Name: Gourmet Gift Basket Store

Campaign Name: Affiliate Program

Program Type: Commission 7%

**GRANT**

Gourmet Gift Basket Store grants limited, non-exclusive, and non-transferable license to Affiliate for the sole and exclusive purpose of referring potential customers to Gourmet Gift Basket Store.

**COMMISSION DETAILS**

Default pay amount	7% of net sale on gift baskets
	2% of net sale on gift items
	2% of net sale on cakes
	1% of net sale on flowers

**FINANCIAL TRANSACTIONS**

Currency	CAD (Canadian Dollars)
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**CHANGE NOTIFICATION PERIOD**

The insertion order can be changed or canceled with 1 day(s) notification to the media partner.

**SCHEDULE**

Action locking	Actions are locked 1 month(s) after end of the month they are tracked
Payout scheduling	Approved transactions are paid when they lock

**QUALIFIED REFERRALS**

Credit Policy	Last Click
Referral Window	Allow referrals from clicks within 30 day(s)

**ALLOWED ACTIONS**

- Gourmet Gift Basket Store reserves the right to monitor the Affiliate's site and require Affiliate to modify promotional links from time to time. Affiliate agrees to follow changes.
- The insertion order can be changed or canceled with 1 day(s) notification to the media partner.
- Use mailings to customers to promote [GourmetGiftBasketStore.com](http://GourmetGiftBasketStore.com) so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings.
- Post to newsgroups to promote [GourmetGiftBasketStore.com](http://GourmetGiftBasketStore.com) so long as the news group specifically welcomes commercial messages.
- At all times, you must clearly represent yourself and your web sites as independent from [GourmetGiftBasketStore.com](http://GourmetGiftBasketStore.com).

**PROHIBITED ACTIONS**

- Use of toolbars or browser plug-ins for the purpose of applying a cookie or redirecting traffic. Any Affiliates found to be using said functionalities and marketing tools will be removed from our Affiliate Program with accrued commissions reversed.
- Any modification, abridgment, or embellishment of the promotional links will revoke the license to use our Affiliate Program at any time.
- Use of promotional links in any manner to benefit any third party.
- Affiliate to fire their tracking pixel when the consumer action is completed
- Promoting sexually explicit materials, violence, illegal activities, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

**PROHIBITED ACTIONS con't**

- Incorporating any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law.
- Use of any unlawful, harmful, threatening, defamatory, obscene, harassing material, or any way racially, ethnically or otherwise objectionable to us, in our sole discretion.
- Affiliate's site to contain software downloads that potentially enable diversions of commission from other affiliates in our program.
- To create or design your website or any other website in a manner that resembles [GourmetGiftBasketStore.com](http://GourmetGiftBasketStore.com), nor may your website or any marketing materials imply a relationship with [GourmetGiftBasketStore.com](http://GourmetGiftBasketStore.com) beyond that of publisher and advertiser.
- To commit fraud in your use of the [GourmetGiftBasketStore.com](http://GourmetGiftBasketStore.com) Affiliate Program or should Affiliate abuse this program in any way.
- Advertising commonly referred to as "spamming"
- The use of unsolicited commercial email (UCE)
- Postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once.
- Advertise in any way that effectively conceals or misrepresents your identity, your domain name, Or your return email address. This includes direct links from paid search ads as well as banner ads placed on any website or email other than your own.
- Using parasitic technology. The term "parasite" refers to technology (including browser plug ins, helpers, popups, etc.) that intercepts and changes an Affiliate's link. This technology is also known as "unsolicited commercial software" and is often found in Adware and Spyware software. Parasite activity essentially "hijacks" the affiliates link and the affiliate commission is redirected to the parasite, instead of the affiliate who rightfully earned it. This type of software is normally installed unknowingly, often without the end user's consent.

**TERMINATION**

Either Affiliate or Gourmet Gift Basket Store may end this Agreement at any time, with or without cause, by giving the other party written notice. Written notice can be in the form of mail or email.

**Affiliates that violate any of these terms and conditions risk deactivation from the Affiliate Program and loss in commissions. Gourmet Gift Basket Store will not pay commissions on any transactions that it believes to be generated by a violation of its policies.**

**MODIFICATIONS**

Gourmet Gift Basket Store may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and Gourmet Gift Basket Store's Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in Gourmet Gift Basket Store's Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

**Affiliate acknowledges that, by participating in the Affiliate Program and/or using any of the links, Gourmet Gift Basket Store may receive information from or about visitors to Affiliate's site to track referrals. Liability notwithstanding anything else to the contrary, Affiliate shall be fully liable to (without limitation), and defend and indemnify, Gourmet Gift Basket Store from all harm, damages, costs and expenses arising out of the Affiliate's breach of confidentiality, infringement of Gourmet Gift Basket Store intellectual property rights, violation of law, breach of contract, negligence, gross negligence or willful misconduct.**