

I65 Affiliate Terms of Service

Last updated: April 5, 2023

This Terms of Service Agreement ("Agreement") is made between *65 Incorporated* ("Company") and the affiliate partner ("Affiliate") who has signed up to promote the Company's software as a solution program called i65 ("Product") through the Company's affiliate marketing program ("Program").

1. **Eligibility:** Any company headquartered in the United States or any individual citizen of the United States who is 18 years of age or older can become an affiliate of the Program.
2. **Obligations:** Affiliates have the following obligations:
 - a. Self-referrals are not allowed (i.e. signing up for i65 through your own affiliate link)
 - b. Abuse, gaming, or attempting to mislead (i.e. posting fake discounts to coupon-sharing websites) will result in Affiliate's account being permanently banned.
 - c. In some cases, the Company can give credit to an Affiliate even if the customer didn't sign up through an affiliate link or coupon code. In the event of such a circumstance, the Affiliate should contact the Company.
 - d. No search engine ads (especially on branded terms or domain names), Facebook ads or other ads that would compete with our own marketing and cause potential confusion for customers.
 - e. No pretending to be acting on behalf of the Company (ie. as an employee).
3. **Commission:** The commission rate for sales generated through the Affiliate's marketing efforts is variable dependent on which version of the affiliate program the Affiliate signs up for. Commissions generated by mechanisms that are in violation of these Terms of Service will not be paid or owed.
4. **Payment:** Payments are made monthly (usually on the 15th of the following month). The payment is made by check or via PayPal.
5. **Termination:** The Company reserves the right to terminate an Affiliate account for violation of any of the rules at its sole discretion. Affiliate accounts can be terminated for violation of rules at any time.
6. **Intellectual Property:** All intellectual property rights remain with the Company. Affiliate acknowledges that it has no right, title, or interest in the Product or any intellectual property rights associated with the Product.
7. **Disclaimers:** Affiliate is encouraged to disclose that i65 and *65 Incorporated* are not associated with the Centers for Medicare and Medicaid Services (CMS) and make no monies from the sale of insurance products.

8. Limitation of Liability: To the fullest extent permitted by law, the Company shall not be liable for any damages, including but not limited to, direct, indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement, the Program, or the Product.
9. Indemnification: Affiliate agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or related to the Affiliate's promotion of the Product.
10. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any principles of conflicts of law. Any legal action arising out of or related to this Agreement shall be brought in the courts of Ozaukee County, Wisconsin.
11. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.
12. Modification: This Agreement may not be modified except in writing signed by both parties.
13. Assignment: Affiliate may not assign this Agreement without the Company's prior written consent.
14. We reserve the right to change the Terms of Service for our affiliate program at any time.

By signing up for the Program, Affiliate acknowledges that it has read, understood, and agrees to be bound by this Agreement.