

Florida Cotton Company Affiliate Agreement

This agreement describes the terms and conditions for participation in the Florida Cotton Company affiliate program. In this agreement, the term "Affiliate" refers to you (the applicant). In this agreement, Florida Cotton Company refers to the product owner and publisher, Riad Shalaby.).

1. Modification

We may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but not limited to changes in the scope of available referral fees, fee schedules, payment procedures and Affiliate Program rules. If any of the modifications are UNACCEPTABLE TO YOU, your only recourse is to terminate this Agreement. If you CONTINUE PARTICIPATION IN THE PROGRAM, it will be considered as your acceptance of the change.

2. Enrollment

To enroll in the affiliate program, please sign and date this agreement.

3. Affiliate URL

You will be issued a special URL once you become an approved member of the Florida Cotton Company Affiliate Program which will be unique to you and you only, and will allow you to be paid for affiliate referrals.

4. Commissions

Affiliates will receive 10% of the revenue as a commission from orders placed through properly coded Affiliate links (unless noted otherwise for a particular product). Commissions may change at the discretion of the product publisher, Florida Cotton Company commissions may increase during limited time special promotions, but they will return thereafter to the regular 10% commission rate.

For a sale to generate a commission to an Affiliate, the customer must complete the order form and remit full payment for the product ordered through the secure order system. Word of mouth referrals will not result in an affiliate commission being generated. Commissions will only be paid on sales that are made when the customer clicks through qualified, correctly structured Affiliate links. Properly coded links are the sole responsibility of the affiliate.

5. Payment

Florida Cotton Company pays affiliates on a quarterly basis – within 30 days after the completion of a calendared quarter. Commission are paid by check and are based on net revenue. Net revenue is reduced by shipping, taxes, returns, allowances and discounts.

6. Order Fulfillment

Florida Cotton Company will be solely responsible for processing every order placed by a customer via affiliate links. Affiliates are not authorized to collect payments or sell any Florida Cotton Company products from other websites as a "reseller" and no "resale" rights are granted in ANY way. Affiliates are not authorized to sell any of these products on ebay or other auction sites.

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Affiliates are not authorized to give away copies of any of these products. Florida Cotton Company will also be solely responsible for all customer service inquiries. All affiliates understand and acknowledge that no physical products will be shipped.

Customers who purchase products and services through the Florida Cotton Company Affiliate Program will be deemed to be customers of Florida Cotton Company. Accordingly, all rules, policies, and operating procedures concerning customer orders and service will apply to those customers. We may change our policies and operating procedures at any time. Prices and availability of our products and services may vary from time to time. Florida Cotton Company policies will always determine the price paid by the customer.

7. Qualifying Sites

Florida Cotton Company reserves the right to refuse any site entry into the Florida Cotton Company Affiliate Program based on site content. Sites that do not qualify for the Affiliate Program include sites which:

- Promote sexually explicit materials
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote illegal activities
- List coupon codes or discounts that were NOT officially provided to them by The Florida Cotton Co. Contact us and we can work with you. You may NOT promote coupon codes you may have found elsewhere online. Doing so can result in the termination of your affiliate account and withholding of affiliate payments for violating our affiliate agreement.
- Infringe or otherwise violate any copyright, trademark, or other intellectual property rights of The Florida Cotton Company, Riad Shalaby or any other site..

8. Permitted Usage

The permitted uses of the Florida Cotton Company brand and marketing resources will be agreed to and attached to this agreement. Any uses not attached to this agreement are prohibited and must be approved in writing prior to use.

9. Prohibited Usage

The following cases prohibited and are grounds for **immediate termination** of the affiliate account.

- Affiliates MAY NOT use the Florida Cotton Company logo, logo marks or other Florida Cotton Company website/branding imagery in a header graphic or in any way as to indicate they are officially affiliated or partnered with Florida Cotton Company.
- Affiliates MAY NOT promote coupons that were not provided to them personally by The Florida Cotton Company. Doing so can result in the termination of your affiliate account and withholding of affiliate payments for violating our affiliate agreement.
- Affiliates MAY NOT host or promote "coupon stacking" sites where customers may combine coupons to receive additional discounts.

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10. Florida Cotton Company Anti-Spam Policy

Florida Cotton Company strictly prohibits affiliates from using spam e-mail and other forms of Internet abuse (including spamming forums, blogs, twitter, facebook and other social media outlets) to seek sales. Spam is defined as including, but not limited to, the following:

- Electronic mail messages addressed to a recipient with whom the sender does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient through an opt in subscription;
- Messages posted to Usenet, forums, Twitter, Facebook and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated newsgroups, posted in excessive volume, or posted against forum/message board rules. Be conscious of forum rules! If a forum owner or moderator complains that an affiliate has spammed, the affiliate account may be permanently terminated after investigation.
- Content posted on free blog websites for the sole purpose of keyword spamming, or comments posted to legitimate blogs that violate the comment policy of the blog owner.
- Solicitations posted to chat rooms, or to groups or individuals via Internet Relay Chat or "Instant Messaging" system;
- Certain off-line activities that, while not considered Spam, are similar in nature, including distributing flyers or leaflets on private property or where prohibited by applicable rules, regulations, or laws.

Florida Cotton Company, may undertake, at its sole discretion and with or without prior notice, the following enforcement actions:

- Account Termination: Upon the receipt of a credible complaint, the Florida Cotton Company Affiliate Program manager may investigate the complaint, and if necessary, will then terminate the affiliate account of the individual implicated in the abuse. Termination results in the immediate closure of the member and affiliate account, the loss of all referrals, and the forfeiture of any unpaid money on account. At Florida Cotton Company discretion, termination may not only result in being banned from the affiliate program, but also being banned from ANY other internal affiliate programs.

11. Relationship of Parties

Affiliates are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Affiliates have no authority to make or accept any offers or representations on our behalf. Affiliates will not make any statement, whether on their sites or otherwise, that reasonably would contradict this statement.

12. Term and Termination

The term of this Agreement will begin when you accept and will end when terminated by either party. Either Florida Cotton Company or the affiliate may terminate this Agreement at any time, with or without cause. Upon the termination of this Agreement for any reason, all licenses granted hereunder shall immediately terminate and you will immediately cease use of, and remove from Affiliate's Web Site, all links to the Florida Cotton Company websites, and all Florida Cotton Company trademarks and logos, other Florida Cotton Company marks and all other materials provided in connection with this program.

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13. Limitation of Liability

Florida Cotton Company will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, expenditures or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to the affiliate under to this Agreement.

14. Disclaimers

We make no express or implied warranties or representations with respect to the Affiliate Program or an affiliate's potential to earn income from the Affiliate Program. In addition, we make no representation that the operation of the websites or the Affiliate links will be uninterrupted or error-free, and Florida Cotton Company will not be liable for the consequences of any interruptions or errors.

15. Miscellaneous

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

If any of the provisions of this Agreement are determined by a court to be unenforceable, they shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

By signing up with the Florida Cotton Company Affiliate Program, you acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee or statement other than as set forth in this agreement.

Florida Cotton Co.

Affiliate

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____