

Elevate Business Academy – Affiliate Terms & Conditions

Effective Date: [Insert Date]

Please read these Terms and Conditions carefully before joining the Elevate Business Academy Affiliate Programme or promoting our subscriptions. These terms are written in plain language to ensure clarity. By applying to and participating in the programme, you agree to comply with these terms. Each Affiliate is responsible for ensuring that their employees, contractors, and agents comply with these Terms and Conditions. EBA reserves the right to update these terms at any time.

1. Definitions

- "We", "us", "our" – Elevate Business Academy (EBA), operated under [Company Legal Name], South Africa.
- "You", "your" – The approved Affiliate.
- "Programme" – The Elevate Business Academy Affiliate Programme.
- "Commission" – 20% life-long recurring commission on active subscription payments generated by your unique affiliate link.
- "Active Membership" – A paid subscription to EBA that is current, valid, and not cancelled or in arrears.

2. Enrollment

Affiliates must complete the application process and be approved by EBA before promoting. We reserve the right to approve or reject any application. Approval may be revoked if your promotional methods violate these Terms.

3. Commission & Payment Terms

- You will earn 20% recurring commission for as long as the referred member maintains an active, paying subscription.
- Commission is calculated on the subscription fee excluding VAT, chargebacks, refunds, and transaction fees.
- Payments will be made monthly via EFT or other agreed method, subject to a minimum payable balance of R500.
- You are responsible for ensuring we have accurate payment details.
- Commission stops if: the referred member cancels or fails to pay their subscription, or you are found in breach of these Terms.

4. Promotional Guidelines

4.1 Permitted Promotions

- Use only official affiliate links, banners, and materials provided via the affiliate dashboard.
- Promote on your own website, blog, social media, email list, or other approved channels.
- All marketing must comply with South African consumer protection laws (CPA, ECTA, POPIA) and, where applicable, international marketing regulations (e.g., GDPR for EU traffic).

4.2 Prohibited Promotions

Your promotional activities may NOT:

1. Infringe on EBA's or any third party's intellectual property rights.
2. Violate any applicable law, regulation, or industry code.
3. Contain false, misleading, or unsubstantiated claims about EBA.
4. Use spam, unsolicited commercial messages, or deceptive advertising.
5. Engage in cookie stuffing, link cloaking, or traffic misrepresentation.
6. Bid on EBA's trademarked terms in Google Ads or other PPC campaigns without prior written approval.
7. Use domain names or social media handles containing 'Elevate Business Academy' or similar variations.

5. Tracking & Attribution

Referrals are tracked via cookies (default duration: 90 days). The last-click attribution model applies—commission is credited to the most recent valid affiliate link before subscription purchase. You are responsible for ensuring your links are functional and correctly implemented.

6. FTC & Disclosure Compliance

Affiliates must clearly disclose their affiliate relationship wherever affiliate links are used, in compliance with South African advertising disclosure rules and FTC guidelines (where applicable). This disclosure must be clear, visible, and in close proximity to the affiliate link.

7. Content & Brand Integrity

Affiliates may not copy or replicate EBA's website or create misleading representations suggesting they are EBA. Use only approved logos, banners, and marketing content. Do not alter official marketing materials without prior written consent.

8. Termination

Either party may terminate participation in the Programme at any time with written notice. We may terminate your account immediately if you breach these Terms, damage EBA's reputation or brand, or engage in unethical or illegal marketing practices. Upon termination, no further commission will be earned.

9. Confidentiality

Any non-public information shared by EBA with Affiliates must remain confidential unless otherwise agreed in writing.

10. Limitation of Liability

EBA will not be liable for any indirect, incidental, or consequential damages arising from your participation in the Programme. Our total liability will not exceed the total commission paid to you in the preceding three months.

11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of South Africa, and any disputes will be subject to the jurisdiction of the courts of the Western Cape.

Acceptance

By applying to and/or participating in the Elevate Business Academy Affiliate Programme, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.