



Andersen Hitches Affiliate Agreement

Effective Date: When Terms are Accepted

Company Name: Andersen Hitches (“we,” “us,” “our”)

Affiliate: (“you,” “your”)

Affiliate Channels: Social media (Facebook, Instagram, YouTube, TikTok)

Electronic Acceptance You agree to these terms electronically by checking the box that says “I have read and agree to the Andersen Hitches Affiliate Agreement” during registration. Electronic consent and records are legally binding and admissible in any dispute.

1. Introduction / Preamble This Affiliate Agreement (“Agreement”) governs your participation in the Andersen Hitches Affiliate Program (“Program”). Its purpose is to allow approved affiliates to promote Andersen Hitches products through approved channels and earn commissions for qualifying referred sales.

By joining the Program, you agree to comply with these terms. You are responsible for ensuring that your employees, contractors, and agents also comply.

2. Definitions

Company / We / Us / Our: Andersen Hitches, including its subsidiaries, employees, and agents.

Affiliate / You / Your: The individual or entity joining the Andersen Hitches Affiliate Program.

Program: The Andersen Hitches affiliate program, including all tracking systems, promotional materials, and affiliate management platforms.

Affiliate Links / Codes: Unique URLs or promo codes provided to track referrals and sales.

Qualifying Sale: A completed sale of Andersen Hitches products made through your valid affiliate link or code, excluding cancellations, returns, fraudulent orders, or self-referrals.

High-Priced Items: Products with a retail value of \$500 or more.

Commission: 20% of qualifying sales.

Cookie Period: 15 days for lower-priced items and 60 days for high-priced items.

3. Affiliate Approval & Program Participation We review all applications and will notify you within **48 hours** of acceptance or rejection. We may reject or revoke approval at our sole discretion, including if your content, audience, or behavior no longer aligns with our brand values or marketing standards.

4. Affiliate Obligations

4.1 Content Restrictions Affiliates may not post or promote content that is illegal, obscene, threatening, harassing, discriminatory, or misleading. False or unsubstantiated claims about Andersen Hitches products are strictly prohibited.

4.2 Product Representation You may only make factual claims that can be verified using official Andersen Hitches information. You may not alter or misrepresent product images, performance, or safety attributes.

4.3 Brand and Trademark Use You may not use Andersen Hitches trademarks or brand names in domains, subdomains, URLs, or paid advertising. You may use only approved promotional materials provided by Andersen Hitches.

4.4 Link and Code Usage Use only the affiliate links and codes assigned to you. Prohibited actions include cookie stuffing, forced clicks, or any mechanism that artificially generates referrals. Violations may result in forfeiture of commissions, suspension, or termination.

4.5 Platform Compliance You must comply with all platform rules and branded content policies on Meta, YouTube, and any other social channels used. This includes following disclosure, ad labeling, and paid promotion requirements.

5. Advertising and Promotion Rules

Allowed Channels: Social media (Meta (Facebook, Instagram), YouTube, TikTok).

Prohibited Channels: Blogs, coupon websites, paid ads (PPC, boosted posts, or sponsored placements), and any unapproved platform.

Affiliates must obtain written consent before publishing any content that references Andersen Hitches outside of approved channels.

You may not:

- Bid on Andersen Hitches or related trademarks in paid search.
- Purchase products using your own affiliate link or code.
- Encourage others to buy using your link for reimbursement.

Violations may result in forfeiture of all unpaid commissions and termination from the Program.

6. Coupon and Promo Code Rules

- **Authorized Promotion:** Only through approved social channels.
- **Prohibited Posting:** No listing on coupon or deal sites.
- **Fraud Prevention:** No self-referrals or sharing of codes in discount groups or deal forums.
- **Usage Limits:** One-time use per customer or as defined per campaign.

Consequences for Violations:

- Forfeiture of commission.
- Suspension or termination from the Program.
- Permanent disqualification for repeated violations.

We may audit affiliate activity at any time and request supporting records.

7. Commission & Payment Terms

Rate: 20% of qualifying sales.

Payment Method: PayPal.

Minimum Payout: \$50 USD.

Payment Schedule: Every 30 days, after a 30-day hold period to account for returns or disputes.

Commissions and terms may be updated at our discretion with prior notice.

8. Reversal Policy We may withhold or reverse commissions for:

- Returned or canceled orders.
 - Fraudulent or self-generated orders.
 - Violations of this Agreement, even if the sale itself was legitimate.
 - Failure to respond to compliance inquiries within 10 business days.
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9. FTC and Platform Compliance Affiliates must clearly disclose their affiliate relationship wherever links or codes are used. Example:

“This post contains affiliate links. If you make a purchase, we may earn a commission at no extra cost to you.”

For social media, disclosures must appear visibly (e.g., #ad, #sponsored, or “paid partnership with Andersen Hitches”) and be spoken in video content when applicable.

Affiliates outside the U.S. must also comply with all U.S. FTC disclosure standards.

10. Independent Contractor Status Affiliates act as independent contractors, not employees, partners, or agents of Andersen Hitches. Nothing in this Agreement creates a joint venture, partnership, or employment relationship. Affiliates are solely responsible for all taxes, legal obligations, and costs incurred.

11. Termination We may terminate this Agreement immediately for any violation of these terms, fraudulent activity, or non-compliant promotions.

We may also terminate inactive affiliates after **120 days** of no promotional activity.

Upon termination:

- Affiliate links and codes must be deactivated.
- No commissions are owed for post-termination or non-compliant sales.

- Past earned commissions for compliant activity will be paid on the next scheduled payout.
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12. Governing Law and Dispute Resolution This Agreement is governed by the laws of the State of Idaho, USA. Venue for all disputes shall be in Bonneville County, Idaho.

Disputes may be resolved through arbitration or small claims court at Andersen Hitches' discretion.

13. Review and Updates We may revise this Agreement periodically. You will be notified of material updates via email, direct messaging, or portal notification. Changes take effect 30 days after notice. Continued participation constitutes acceptance of the revised terms.

14. Product Gifting and Review Obligations If Andersen Hitches provides you with free or discounted products ("Product Samples") for content creation or review:

1. **Deliverables:** You agree to produce and publish at least one approved post, video, or equivalent content piece within 30 days of receiving the product.
 2. **Tagging:** All posts must clearly tag or mention Andersen Hitches.
 3. **Proof:** You must provide proof of publication upon request.
 4. **Ownership Until Fulfillment:** All Product Samples remain the sole property of Andersen Hitches until your agreed deliverables are fulfilled. Once deliverables are completed in accordance with this Agreement, ownership of the Product Sample transfers to you.
 5. **Failure to Deliver:** If you do not fulfill the agreed deliverables, Andersen Hitches may:
 - Request the product's return in original condition within 14 days, **or**
 - Invoice you for the retail value of the product, and/or
 - Remove you from the Program and forfeit unpaid commissions.
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15. Content License and Usage

15.1 License Grant Affiliate grants Andersen Hitches a non-exclusive, worldwide, royalty-free license to use, reproduce, and display content created by Affiliate featuring Andersen Hitches products solely for marketing and promotional purposes.

15.2 Attribution Whenever Andersen Hitches uses Affiliate content under this license, we will provide appropriate credit by tagging or mentioning the Affiliate's social media handle or brand name, to the extent reasonably practicable.

15.3 Scope and Limitations This license does not grant Andersen Hitches any rights to use Affiliate content outside marketing and promotional purposes. All other rights, including copyright, remain with the Affiliate.

16. Fraud Prevention, Tracking Integrity, and Audit Rights

16.1 Prohibited Conduct Affiliates are strictly prohibited from engaging in, directly or indirectly, any of the following:

- Cookie stuffing or cookie-dropping
- Coupon leakage or cracking
- Link hijacking or substitution
- Click fraud, bot traffic, or traffic spoofing
- Fake leads, fabricated conversions, or lead laundering
- Sub-affiliate abuse, multi-accounting, or unauthorized network arbitrage
- Typosquatting, domain impersonation, or fake storefronts
- Attribution window manipulation or cookie lifetime gaming

16.2 Audit Rights Andersen Hitches may audit affiliate records, including clicks, referrals, coupon use, and promotional activity. Affiliates must provide requested logs, landing-page URLs, and click/referrer data within ten (10) business days. Failure to comply may result in suspension or termination.

16.3 Holdback and Validation Commissions are held for at least thirty (30) days after each transaction to allow verification of conversions, returns, and chargebacks. Andersen Hitches may extend the holdback if fraud indicators are detected.

16.4 Chargeback and Recoupment If a sale or lead is canceled, refunded, charged back, or determined to have originated from Prohibited Conduct, Andersen Hitches may recoup the related commission from current or future payments. Affiliates shall repay overpaid amounts within ten (10) days of notice.

16.5 Sub-Affiliate and KYC Compliance High-payout affiliates may be required to undergo verification (KYC). Sub-affiliates or networks are prohibited unless pre-approved by Andersen Hitches. Unauthorized sub-affiliate activity may result in termination and clawback of commissions.

16.6 Fraud Monitoring and Enforcement Andersen Hitches may implement geo/IP throttles, server-to-server tracking, fraud detection systems, and multi-touch validation. Violations of this section constitute material breach, allowing immediate termination and potential blacklisting.

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