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Version 1.2

OwnForce, Inc. Affiliate Program Agreement

This is an Agreement between You (the Affiliate) and Us (OwnForce, Inc.). It describes how We will work together and other aspects of Our business relationship. By participating in Our Affiliate Program, You are agreeing to abide by the terms of this Agreement.

1. Definitions

“Affiliate Program” means the access, activities, End User usage and terms and conditions available to You and your End Users on Your Branded Site and as defined in this Agreement and in the agreements and policies found on [Ownforce.com/legal](https://ownforce.com/legal). The Affiliate Program allows organizations or groups to offer their stakeholders and End Users the services and benefits of OwnForce.com with options for your organization to participate in a Revenue Share model. Your organization may put Your logo on the Your Branded Site, connect it to Your website, and promote the features of the Platform to Your constituents. Your organization may also earn revenue by adding a Revenue Share on each End User transaction on the Your Branded Site.

“Affiliate Policies” means the policies applicable to Affiliates that are published [Ownforce.com/legal](https://ownforce.com/legal) which may be modified by Us from time-to-time.

“Affiliate Transactions” means those transactions that are eligible for a Revenue Share pursuant to the ‘Affiliate Transactions’ section of this Agreement.

“Agreement” means this Affiliate Agreement and all materials referred or linked to this Agreement.

“Branded Site” means a website landing page created for You that serves as your entry point to a version of the OwnForce Platform that has been rebranded for You. Some of the Tiers of service available to Affiliates as defined in the Affiliate Policy include a Branded Site. You may select a sub-domain name for Your Branded Site using the URL naming convention, www.yourorganization.ownforce.com. You may link to your Branded Site from your website and create any CNAME record for your domain for mapping to your OwnForce sub-domain, with prior approval from OwnForce. Your Branded Site will have a customized welcome message, image, and Your logo, which will be featured prominently in the upper left corner. If you choose to make your Branded Site an “open” site Your End Users will have global access to End Users and transactions on the OwnForce Platform and all of Your transactions will be visible on the OwnForce Platform in addition to your Branded Site. If you choose to make your Branded Site a “closed” site, Your End Users will only have access to Affiliate Transactions that appear on Your Branded Site. A Branded Site does not include any OwnForce-provided implementation, training, consulting, additional support or other professional services, or third-party products or services.

“End User” means a user of the OwnForce Platform and/or Your Branded Site in accordance with Your Affiliate Program (open or closed).

“End User Agreements” means all agreements located at Ownforce.com/legal as modified by Us from time-to-time which include but are not limited to Terms of Service and Privacy Policies that End Users must agree to when using the OwnForce Platform or Your Branded Site.

“End User Data” means all personal information that an End User submits or collects via the OwnForce Platform and all materials that an End User provides or posts, uploads, inputs or submits for open or closed display through the OwnForce Platform or Your Branded Site.

“End User Fee” means the fee paid by an End User, which is listed on the Fee Schedule located with all with all other End User Agreements.

“OwnForce Content” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that We incorporate into the OwnForce Platform.

“OwnForce Platform” or “Platform” means Our web-based contracting marketplace for finding work or someone to do work, marketing of services that can be performed, business service tools that are subscribed to, developed, operated, and maintained by Us and accessible via <http://www.ownforce.com> or another designated URL, and any ancillary products and services, including website hosting, that We provide to End Users.

“Revenue Share” means the amount that will be paid to You following the completion and acceptance of a task transaction on your Branded Site or on the Platform. This amount is set by You in the ‘contribution’ field of Your OwnForce business profile. The Revenue Share will be added to each End User transaction that is created on Your Branded Site and completed by Your End Users, and will accrue to Your Affiliate account.

“Tier” means the level of the Affiliate Program, as defined in the Affiliate Policy, chosen by the Affiliate. Each Tier includes different features and access. Each Tier has a different initial implementation fee and different features. The Tier is chosen by the Affiliate upon request to OwnForce to implement a Branded Site. Such a request can be made via the Support/Contact Us form found in the drop down MENU on the OwnForce Platform. You may upgrade to a higher Tier at a later date.

“We”, “Us”, “Our”, and “OwnForce” means OwnForce, Inc.

“You”, “Your”, and “Affiliate” means the party, other than OwnForce, entering into this Agreement and participating in the

Affiliate Program.

2. Non-Exclusivity

This Agreement does not create an exclusive agreement between You and Us.

3. Affiliate and End User Access

a. We grant You, subject to the limitations set forth below, a non-transferable, non-exclusive right to: (i) demonstrate and promote the OwnForce Platform and Your Branded Site and the business services available on both the Platform and your Branded Site to Your End Users, members, stakeholders, and customers, and (ii) to provide End Users access to Your Branded Site in accordance with this Agreement and the End User Agreements that End Users must agree to abide by when using the Platform. At Our discretion, We will provide agreed upon sales support to You, such as occasional participation on a call with You and prospective customers of the Your Branded Site.

b. You agree to comply with the terms and conditions of this Agreement at all times, including the Affiliate Policies that are made part of this Agreement and which may be changed by Us from time-to-time. The Affiliate Policies may include requirements that You must complete in order to qualify for a certain Affiliate Tiers as defined in the Affiliate Program policies.

c. You will take all reasonable steps to ensure that End Users do not use the OwnForce Platform or Your Branded Site in violation of the End User Agreements. If You discover or have reason to believe that any End User is using the Platform in violation of the End User Agreements, You will immediately notify Us in writing via the Support/Contact Us form found in the drop down MENU when logged into the OwnForce Platform or Your Branded Site in addition to the Feedback button found on the right side of each page (for immediate notification to our technical team).

d. As between You and End Users, End Users retain the right to

access and use the OwnForce platform regardless of whether this Agreement remains in effect.

4. Revenue Share and Payment.

a. Revenue Shares are based upon Your contribution percentage is set by You in Your OwnForce corporate profile by Your designated Super Administrator and earned by You for transactions that take place on Your Branded Site. We will pay Your Super Administrator's account on the OwnForce Platform, the total of all Revenue Shares due to You, within forty-five (45) days after the end of each quarter. You may elect to have payment made to You via Your OwnForce Visa debit card, Your bank account, or Your PayPal account, by designating Your default payment method on Your Super Administrator's OwnForce account.

b. Prior to final execution of this Agreement, You must input Your default payment method on Your Super Administrator's account and Your corporate name and address on Your corporate profile on the OwnForce Platform. You must also provide us a completed IRS W-9 form. Your completed W-9 form should be scanned and emailed to: finance@ownforce.com. Once this information is in place We will send You a \$2.00 test payment and require written confirmation of receipt of that payment to be sure Your payment method is functioning correctly and You clearly understand and agree to the timing and any of Your own fees You may incur from your bank or PayPal[®] based on whatever payment method You have chosen. We recommend the OwnForce Visa[®] debit card as the fastest and most economical way to receive payments on the OwnForce Platform or on Your Branded Site.

c. You are responsible for payment of all taxes applicable to the Revenue Share that You receive from Us.

5. Training and Support

a. We will make available to You, without charge, any webinars

and other resources provided by OwnForce to its Affiliates. You will encourage Your sales representatives and other personnel involved in this Affiliate Program to participate in Our online End User training and any other training We may offer for new features and upgrades. You may be eligible to receive certain technical support offerings as described in the Affiliate Policies. Such technical support offerings are provided under our technical support policies in effect at the time the support is provided.

7. Trademarks

a. You grant to Us a nonexclusive, nontransferable, royalty-free right to use and display Your trademarks, service marks and logos (“Affiliate Marks”) in connection with the Affiliate Program and this Agreement.

b. During the term of this Agreement, You may use Our trademark provided that You: (i) only use the images of Our trademark that We make available to You without altering them in any way; (ii) only use Our trademarks in connection with the Affiliate Program and this Agreement; and (iii) immediately comply if We request that You discontinue use. You must not: (i) use Our trademark in a misleading or disparaging way; (ii) use Our trademark in a way that implies We endorse, sponsor or approve of Your services or products; or (iii) use Our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topics or materials.

8. Proprietary Rights

a. No license to the OwnForce Platform or other third party software is granted by this Agreement. The OwnForce Platform and Affiliate Program are protected by intellectual property laws. The OwnForce Platform is the property of OwnForce, Inc. or Our licensors (if any). We or Our licensors retain all ownership rights in the OwnForce Platform. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on OwnForce’s content or the OwnForce Platform in whole or in part, by any means. OwnForce logos and other marks that We use from time to time are Our trademarks and You may not use them without

Our prior written permission or except as otherwise set forth in this Agreement.

b. We encourage all Affiliates to comment on the OwnForce Platform and provide suggestions for improving it by using the Feedback button on each webpage. You agree that all such comments and suggestions will be non-confidential and that We own all rights to use and incorporate them into the OwnForce Platform, without payment or attribution to You.

9. Confidentiality

a. As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that the Disclosing Party has designated as confidential.

b. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party.

c. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents.

d. The Receiving Party may disclose Confidential Information of the Disclosing Party if lawfully required to be disclosed by a judicial or governmental order; *provided, that*, if such disclosure is required, the Receiving Party agrees to notify the Disclosing Party promptly in writing and, upon the Disclosing Party's request, to cooperate in all lawful efforts to resist such

disclosure.

10. **Opt Out and Unsubscribing**

You will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests for contacting any End User, including without limitation such requests from Us related to Your Branded Site or OwnForce.

11. **Term and Termination**

a. Term. This Agreement is effective upon the date last signed or accepted by You or Us and will continue until terminated as provided for below.

b. Termination for Convenience. You or Us may terminate this Agreement for convenience upon sixty (60) days prior written notice to the non-terminating party.

c. Termination for Cause. You or We may terminate this Agreement upon thirty (30) days' prior written notice to the non-terminating party if a material breach is committed by the non-terminating party and such breach remains uncured at the expiration of the thirty (30) days notice period. We may immediately terminate this Agreement or suspend Your or Your End User's access to Your Branded Site or the OwnForce Platform if: (i) You become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (ii) Your End Users violates the End User Agreements or applicable local, state, federal, or foreign laws or regulations, or (iii) We determine that You or Your End User are acting in a way that has or may negatively reflect on or affect Us, Our prospects, or Our customers.

d. The termination of this Agreement shall not affect Our obligation to pay You any accrued Revenue Shares accrued up to the date of termination. Upon the effective date of termination You will discontinue all use and promotion of the OwnForce

Platform.

e. You and We agree that any remedy at law for the breach of any provision of this Agreement may be inadequate and that the complaining party will be entitled to injunctive relief without bond, in addition to any other rights or remedies which the complaining party may have for such breach.

f. Except as specified elsewhere in this Agreement, there shall be no resulting liability on Us for termination of this Agreement due to Your cause.

g. Except as specified elsewhere in this Agreement, there shall be no resulting liability on You for termination of this Agreement due to Our cause.

12. Affiliate Representations and Warranties

You represent and warrant that: (i) You have all sufficient rights and permissions to enter into this Agreement with Us, (ii) Your participation in this Affiliate Program will not conflict with any of Your other agreements or arrangements with any third party; and (iii) You own or have sufficient rights to use and to grant to Us Our right to use Your Affiliate Marks.

13. Indemnification

a. You will indemnify, defend and hold Us harmless, at Your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against Us (and Our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with Us to the extent that such Action is based upon or arises out of (a) Your negligence, (b) Your participation in the Affiliate Program, (c) Your noncompliance with or breach of this Agreement, (d) Our use of Your Affiliate Marks.

b. We will notify You in writing within thirty (30) days of Our

becoming aware of any such Action; give You sole control of the defense or settlement of such Action; and provide You (at Your expense) with any and all information and assistance reasonably requested by You to handle the defense or settlement of the Action. Without Our prior written consent, You shall not accept any settlement that (i) imposes an obligation on Us; (ii) requires Us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on Us.

c. In the event of any claim or suit against You on account of any alleged patent or copyright infringement arising out of Our performance of this Agreement or the Platform, We shall indemnify You for any resulting liability, including but not limited to damages, penalties and/or fines, the costs of legal defense, and all awards of attorney's fees and costs, including any related to any appeal, and further We shall furnish You when requested, all evidence and information in Our possession pertaining to such suit or claim. Such evidence and information shall be furnished at Our expense.

14. Disclaimers; Limitations of Liability

a. Disclaimer of Warranties. WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, LICENSORS, AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE PLATFORM AND BRANDED SITE, OR THE AFFILIATE PROGRAM FOR ANY PURPOSE. ANY FUTURE OR EXISTING APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE PLATFORM, BRANDED SITE AND AFFILIATE PROGRAM ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE PLATFORM, BRANDED SITE AND THE AFFILIATE PROGRAM INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

b. In no event shall either party be liable to the other party hereunder for any incidental, indirect, special, consequential or punitive damages, lost profits, or business opportunities under

any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages.

c. Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU, YOU AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL REVENUE SHARE AMOUNTS YOU HAVE EARNED FOR THE RELATED AFFILIATE TRANSACTIONS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

d. Other Affiliate Programs. WE DISCLAIM ALL LIABILITY WITH RESPECT TO OTHER THIRD PARTY AFFILIATE PROGRAMS THAT YOU USE.

15. Non-Solicitation

You agree not to intentionally solicit for employment, hire or engage as an independent contractor whether on the OwnForce Platform or outside of the Platform, any of Our employees or contractors during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement without our written permission. You and We acknowledge that any public solicitation not directed specifically to any of Our employees or contractors shall not be deemed to be a solicitation for purposes of this restriction.

16. Dispute Resolution

a. If a dispute arises between You and Us, You agree that the mutual goal is to resolve the dispute as quickly, amicably, equitably, and cost effectively as possible. In that regard, You agree that with respect to any dispute, controversy or claim arising out of or relating to this Agreement between You Us, the process described below shall be followed.

b. Before instituting or taking any legal action with regard to any

dispute, You agree to first contact Us by providing a written Notice of Dispute (“Dispute”). When sent to Us, the Dispute should be marked to the attention of Our Customer Support Division and sent to the address listed on the ‘Contact Us’ page of the Platform. The Dispute must include at a minimum: Your name, Your contact information, the valid email address You use to access the Platform, and a description of the Dispute, so that the We may evaluate it. We and You shall have sixty (60) days from the date the Dispute is received by US to attempt to resolve the Dispute.

c. In the event that We and You are unable to resolve the Dispute within this 60-day period, We and You next agree to try to resolve the Dispute through mediation. A Florida Supreme Court Certified Circuit Civil Mediator affiliated with The Resolution Center in Gainesville, Florida USA shall conduct the mediation. If The Resolution Center is not available or no longer operating in Alachua County, Florida, USA the mediation shall be conducted by a mutually agreed upon Florida Supreme Court Certified Circuit Civil Mediator and shall occur in Alachua County, Florida USA. We and You agree to this venue and location for mediation regardless of the respective country, the state where We or You are located, or wherever We or You have accessed, used, or provided the Platform. We and You shall equally share the expenses of mediation. If We or You refuses to mediate, the other party may file a petition with the Circuit Court in Alachua County, Florida USA to specifically enforce this mediation covenant. The party whom the Court decides against shall pay all costs, fees, and expenses associated with enforcing this mediation covenant.

d. In the event that We and You are unable to resolve the Dispute through the mediation process, either party may commence civil litigation in Alachua County, Florida USA. We and You agree that we will submit to personal jurisdiction in the courts located in this venue and location for litigation, regardless of our respective country, the state where We or You are each located, or wherever a party has accessed, used, or provided the Platform. We and You further agree that any Dispute is unique to the particular circumstances of that Dispute and therefore not subject to consolidation into a class action lawsuit, and therefore must be resolved upon its own individual merits.

17. General

a. Amendment; No Waiver. We may revise this Agreement. If We revise this Agreement, the revised Agreement will be posted at [OwnForce.com/legal](https://ownforce.com/legal). The revised Agreement will become effective and binding on the next business day after it is posted. When We revise this Agreement, the "Last Revised" date above will be updated to reflect the date of the most recent version. The next time You login to the OwnForce Platform or Your Branded Site you will see a notice of a new Agreement being posted.

If You do not agree with a revision to this Agreement, You must notify Us in writing within ten (10) days after the revision is posted and you have logged in. If You notify Us, this Agreement will terminate sixty (60) days after We receive Your notice.

During this sixty (60) days period, Our relationship will be governed by the terms and conditions of this Agreement in effect immediately prior to the revision that gave rise to Your notification. If You do not notify Us in writing within ten (10) days after the notice of revision is posted on the Platform and You have logged in, You agree to be bound by the terms of the revision.

b. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy, whether or not similar to any other waiver of any breach, failure, right, or remedy, shall constitute a continuing waiver unless the writing so specifies.

Additionally, no waiver of any breach, failure, right, or remedy may be predicated on a course of performance or a course of dealing by either or both of the parties.

c. This Agreement shall be governed by the laws of the State of Florida, without regard to the conflict of laws provisions thereof. In the event You or We initiate an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in the State of Florida.

d. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

e. Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

f. Relationship of the Parties. You and We agree that no joint venture, partnership, employment, or agency relationship exists between You and Us as a result of this Agreement.

g. Compliance with Applicable Laws. You shall comply, and shall ensure that any third parties performing sales or referral activities on Your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Us, Our customers, or to the public. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Platform and Your Branded Site. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the OwnForce Platform or Your Branded Site to prohibited countries or individuals or permit use of the OwnForce Platform or Your Branded Site by prohibited countries or individuals.

h. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of

the original provision and the remainder of this Agreement will continue in effect.

i. Notices. Notice will be sent to the contact address set forth below (and may be changed by notice given to the other party), and will be deemed delivered as of the date of mailing or transmission.

To Us: OwnForce, Inc., 408 West University Avenue, Suite 205, Gainesville, FL 32601

To You: Your address as provided in Your Affiliate corporate profile information.

We may give electronic notices by general notice via the OwnForce messaging system on the OwnForce Platform and Your Branded Site and may give electronic notices specific to You by email to Your e-mail address(es) on record in Your Super Administrator's account information on the OwnForce Platform or Your Branded Site.

j. Entire Agreement. This Agreement and all referenced and incorporated documents is the entire agreement between Us for the Affiliate Program and supersedes all other proposals and agreements (including all prior versions of the Affiliate Program Agreement, if any), whether electronic, oral or written, between You and Us. Our obligations under this Agreement are not contingent on the delivery of any future functionality or features of the Platform or Your Branded Site or dependent on any oral or written public comments made by Us regarding future functionality or features of the Platform or Your Branded Site.

k. Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without Our prior written consent. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of Our assets, change of control, or operation of law.

l. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

m. Affiliate Policies. We may change the Affiliate Policies from time to time by updating the Platform or Your Branded Site. Your participation in the Affiliate Program is subject to the Affiliate Policies, which are incorporated herein by reference.

n. No Licenses. We grant to You only the rights and licenses expressly stated in this Agreement. No other rights or licenses with respect to Us, the Platform, Our trademarks, or any other property or right of ours is otherwise granted to You.

o. Sales by OwnForce. This Agreement shall in no way limit Our right to sell the OwnForce Platform and its other products and services, directly or indirectly, to any current or prospective customer.

p. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

q. Survival. The following sections shall survive the expiration or termination of this Agreement: 'Revenue Share and Payment', 'Proprietary Rights', 'Confidentiality', 'Effects of Termination', 'Indemnification', 'Disclaimers; Limitation of Liability', 'Non-Solicitation' and 'General'.