



## **Deluxe For Business Affiliate Program Agreement**

Please read this Affiliate Program Agreement (“Agreement”) carefully before submitting your application to participate in the Deluxe For Business Affiliate Program (“Program”). If you do not accept all of the terms and conditions of this Agreement do not submit an Application. By submitting the Application, you are conclusively deemed to have accepted and agreed to be bound by this Agreement. As used in this Agreement, “we” “us” and “Deluxe” means Deluxe Small Business Sales, Inc. and “Affiliate” “you” and “your” means the applicant submitting the Application and participating in the Program.

### **1. Enrollment**

The Program is professionally managed by Shareasale.com, Inc. (“Share-a-Sale”) and this Agreement shall be effective upon Share-a-Sale’s acceptance of your merchant link sign-up request and your linking and/or participation in the Program.

### **2. Linking and Participation in the Affiliate Program**

To link to and participate in the Program, you must be registered as an affiliate with Share-a-Sale and request to be linked to the merchant, Deluxe Small Business Sales, Inc. Your registration request may be rejected for any reason or for no reason at our or Share-a-Sale’s sole discretion. Your request will be rejected if it is determined that your web site includes anything that is, inter alia, unlawful, harmful, threatening, defamatory, obscene, harassing, discriminatory, or otherwise objectionable. For domain names associated with your site that are registered privately, the domain of your username/email address must match the URL submitted with your application.

### **3. Affiliate Marketing Activities**

In addition to the restrictions contained herein, your marketing activities may be further limited by the Affiliate Agreement you accept when you apply to our Program. To review the Share-a-Sale Affiliate agreement [click here](#).

All images, product names & numbers, trade names, trademarks, slogans, and/or designs depicted in any marketing collateral or links made available to you under this Program (collectively, “Deluxe Material”) are the proprietary property of Deluxe or its licensors. **Affiliates shall use Deluxe Materials only as specified herein and shall not misappropriate Material by, e.g. incorporating the same in a domain name.**

- **Online Advertising (sponsored links)**

**Your paid ads must not link directly to our site, even through a Share-a-Sale link. All paid search ads must take visitors to YOUR Site, not OURS.**

Deluxe does not allow the bidding or use of it’s branded trademark terms by Affiliates engaging in paid search advertising in any search engine, e.g. Google, Yahoo, Bing.

Unless there is a written agreement to the contrary ***you are not to use any of the following trademark terms (or misspellings or derivatives thereof) in the title, advertising copy and/or description or display URL of a paid search advertisement.***

Aplus	ASH	Deluxe Hosting	Fraud Blocker	Main Street
Bags & Bows	Deluxeforms	Histacount	McBee	Red Leaf Digital
Company Colors	Designer Checks	Holiday Expressions	NEBS	Safeguard
Delforms	EasyContact	JohnsonGroup	PartnerUp	PsPrint
Deluxe	Fossler	Logo Mojo	Rapidforms	Simple Traditions
<a href="http://www.deluxe.com">www.deluxe.com</a>	<a href="http://www.shopdeluxe.com">www.shopdeluxe.com</a>	<a href="http://www.deluxe.com/shop">www.deluxe.com/shop</a>	The DFS Group	Sycom

You are permitted to use the above terms on the landing pages of your site, *provided* such use is not confusing, misleading, does not dilute or disparage our trademarks, and is in keeping with generally recognized and accepted practices of fair use under U.S. Trademark Law.

- **Online Advertising (organic links)**

Affiliates that use the above branded trademark terms in any organic search link must use the terms in a fair manner, i.e. in a way that is not confusing, misleading, does not dilute or disparage our trademarks, and is in keeping with generally recognized and accepted practices of fair use under U.S. Trademark Law.

- **Electronic Mail**

Affiliate shall not send any emails, directly or indirectly, that advertises or promotes Deluxe, its products, services, web sites, or offers without Deluxe's prior express written consent. **If consent is provided, Affiliate must include Deluxe on its email distribution list at the following address [affiliate@deluxe.com](mailto:affiliate@deluxe.com).** Affiliate shall not send any unsolicited commercial e-mail or other unsolicited online communications. Affiliate hereby represents that it will comply with all laws, rules, regulations, and ordinances relating to the sending of commercial emails, including, but not limited to, the federal CAN-SPAM Act of 2003. In addition, Affiliate shall not generate or send any material advertising or promoting any Deluxe products or services via facsimile or engage in any telemarketing activities with respect to Deluxe's products or services.

**In any marketing activities where a reference is made to Deluxe or to any of Deluxe's trademarks, Affiliate must identify itself as an affiliate by using the terms "affiliate" or "aff."**

Except as otherwise set forth in this Agreement, Affiliate shall not use Deluxe's name, trademarks, service marks or any derivations or variations thereof in any manner, including without limitation, (a) in metatags, (b) in hidden text or source code or (c) in Affiliate's domain name or any other part of Affiliate's universal record locator (URL).

Except as expressly authorized by this Agreement, Affiliate shall not use any of Deluxe's trademarked terms, either alone or in conjunction with or as part of any other word or name, in any advertisement, publicity or promotion on Affiliate's behalf, to express or imply any endorsement by Deluxe of any services provided by Affiliate, or in any other manner whatsoever.

Affiliates found in violation of this section are subject to punitive actions by us, without further notice. Such actions include but are not limited to suspension or termination of Affiliate account, withholding of payments to Affiliate; and publication (at our discretion) of Affiliate's activities.

#### **4. Links & Images**

Deluxe shall make available to Affiliates, via the Share-a-Sale web-site, a variety of graphic and textual images (the "Images") that serve to identify your site as a member of the Program and

that will establish "Links" from any and all websites you own, operate or control ("your site") to www.deluxe/shop ("our site"). You may, subject to the terms and conditions herein, display Links as often and in as many areas on your site as you desire. You shall cooperate fully with Deluxe in establishing and maintaining Links. You may display in your site only those Images provided to you by Deluxe which may be discontinued or replaced at any time and from time to time in our sole discretion.

Upon request, you shall remove any Image from your site and replace it with a new Image provided by us or Share-a-Sale. Banner ad link codes cannot at any time be modified by you, as doing so will not allow proper reporting of traffic sent through such banner link code. You agree that each Link connecting users of your site to our site will in no way alter the look, feel, or functionality of our site. Deluxe and/or Share-a-Sale may monitor your site at any time to determine if you are in compliance with these terms.

## **5. Affiliate's Obligations**

- a. Place Links on your site within 30 days of your acceptance into the Program
- b. Actively participate in the Program by accessing and using promotional Links via the Share-a-Sale site
- c. You agree to be solely responsible for all costs and expenses you may incur in connection with your participation on the Program and/or your performance under this Agreement including
  - (i) the development, operation and maintenance of your site;
  - (ii) all materials that appear on your site and the accuracy and appropriateness of such materials;
  - (iii) ensuring that any such materials do not violate or infringe upon the rights of any third party, including, but not limited to, copyrights, trademarks, privacy, or other personal or proprietary rights, are not libelous, defamatory, misleading, false or deceptive or otherwise illegal; and
  - (iv) ensuring that your site and your business practices do not violate this Agreement
- d. You agree to keep your application with the Share-a-Sale Affiliate Network updated with current and accurate information (including WHOIS information) and, at all times, list the web sites you are using to drive traffic to us. For domain names associated with your site that are registered privately, the domain of your username/email address must match the URL submitted with your application
- e. You agree not to make any representations, either express or implied, or create an appearance or impression, directly or indirectly, that a visitor to your site is visiting our site, that a visitor to our site is visiting your site or that Deluxe endorses you or your site or your products and services (for example, you are agreeing not to "frame" any pages or portions of our site)
- f. Deluxe is not obligated to make any representations, warranties or other statements concerning you, your site, your site policies or any of your products or services

## **6. Spy Ware**

You agree not to participate in spy ware, ad ware or parasite ware techniques for driving traffic. We reserve the right to research and investigate affiliates and their activities and, at our own discretion, determine whether or not these practices are in place. Affiliates found in violation of this policy will be immediately terminated from the Affiliate Program with any unpaid commissions forfeited.

## **7. Publicity**

Except for the material made available to you by Share-a-Sale for your participation in the Program, you shall not create, publish, distribute, or permit any material that makes reference to Deluxe or the Program without first obtaining our explicit written consent which may be granted or withheld at our sole discretion.

## **8. Policies and Pricing**

Customers who buy Deluxe's products and services through the Program are deemed to be customers of Deluxe. As such, all of Deluxe's policies and operating procedures concerning customer orders, customer service, and product and service sales shall apply. Deluxe shall own and retain all right, title and interest in all names, addresses and other identifying information of customers visiting Our Site ("Customer Data") which is collected by Deluxe, including without limitation, customers who access Our Site from Your Site, and Affiliate shall have no right to use any such Customer Data.

You may not include price information in your product descriptions without our explicit consent. You shall refer all questions, requests and queries regarding our products and services to us. Affiliate does not have the authority to make or accept any offer on our behalf.

Deluxe reserves the right to withhold Affiliate commissions and/or terminate this Agreement for Affiliates found to be in violation of this policy.

## **9. Commission Payment**

Deluxe is neither responsible nor liable for any type of commission payments to you. Share-a-Sale handles and is solely responsible for any and all commission payments. Please visit [www.shareasale.com](http://www.shareasale.com) for more information regarding commission payment and timing of payments.

## **10. Licenses and Use of Logos and Trademarks**

- a. Deluxe grants you a limited, non-exclusive, non-transferable, revocable right to (i) access our site through the Links solely in accordance with, and for the contemplated purpose of, this Agreement, and (ii) to use the branded trademarked terms shown below (only in the form(s) that they appear on the Deluxe Affiliate Program Share-a-Sale web pages) solely in connection with such Links, (collectively, the "Licensed Materials"), for the sole purpose of promoting Deluxe's products and services on your site. You may not copy, distribute, alter, modify, reverse engineer, or create derivative works from the Licensed Materials. Deluxe may revoke your license at any time by giving you notice. Any goodwill arising out of your use of the Licensed Materials shall inure to the benefit of Deluxe only
- b. You shall not make any specific use of any Licensed Materials for purposes other than promoting Deluxe's products and services on your site. You agree not to use the Licensed Materials in a manner that is misleading or deceptive or that disparages the Program, Deluxe or its affiliates or any of its or their products or services, or that otherwise portrays Deluxe, in its sole discretion, in a negative light. Deluxe reserves all rights in the Licensed Materials. At no time during the Term or thereafter will you challenge, or assist others in challenging, the validity of the Licensed Materials or the registration thereof or attempt to register any confusingly similar trademarks, service marks, logos, trade names or domain names. Except for the limited license set forth above, no license or other rights to the Licensed Materials will be deemed granted to you hereunder or in connection with the Program, by implication, estoppel or otherwise
- c. You agree that any breach by you of your obligations regarding Licensed Materials during the term or thereafter may result in irreparable injury to Deluxe for which there may be no adequate remedy at law. Therefore, in the event of any breach or threatened breach of such obligations of yours, Deluxe will be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction

- d. You grant to Deluxe a non-exclusive license to use your names, titles, logos, and trademarks (the "Affiliate Trademarks"), to advertise, market, promote, and publicize in any manner your participation in the Program and/or to further Deluxe's rights hereunder. Notwithstanding, we are not obligated to advertise, market, promote or publicize your participation in our Program or the existence of, or any other aspect of the Program
- e. The licenses granted hereunder shall run concurrently with the term of this Agreement

## **11. Term**

This Agreement shall apply and be effective as of the date your Share-a-Sale merchant link sign-up request is accepted and shall remain in effect for as long as you continue to participate in the Program, or maintain Links to our site on your site. Either of us may terminate this Agreement at any time, with or without cause, by giving the other party notice of such termination. No commissions shall accrue or be earned by you after the Term.

Affiliate is only eligible to earn commissions on sales occurring during the term of this Agreement, and fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. Deluxe may withhold Affiliate's final payment for a reasonable time to ensure that the correct amount is paid. If Deluxe has reason to believe Affiliate's orders/referrals were obtained fraudulently or through misrepresentation, Deluxe shall have the right to withhold payment of commissions pending an investigation of the suspected fraud or misrepresentation.

Upon termination of this Agreement, (a) all licenses hereunder shall terminate and (b) you shall immediately remove all Licensed Materials from Your Site and cease using Deluxe's name, logos, trademarks, service marks, trade dress, and/or proprietary technology.

## **12. Program Modification**

Deluxe may modify this Agreement or the Program terms at any time in its sole discretion. You will be notified of any replacement of or changes to these Terms and Conditions via e-mail by a change notice. If you no longer wish to be bound by the Program terms, as modified, you must immediately discontinue your participation in the Program and notify us accordingly. Your continued participation in the Program following any notice of change to this Agreement or the Program terms shall constitute your binding acceptance of the same as replaced or modified.

AFFILIATE UNDERSTANDS THAT DELUXE MAY AT ANY TIME, DIRECTLY OR INDIRECTLY, SOLICIT CUSTOMER REFERRALS AND ENTER INTO SIMILAR AGREEMENTS ON TERMS THAT MAY BE THE SAME, SIMILAR OR DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR ENTER INTO AN AGREEMENT WITH COMPETITORS OF AFFILIATE, OR MAY OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH AFFILIATE'S WEB SITE. AFFILIATE HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE TRANSACTIONS CONTEMPLATED HEREUNDER AND IT IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

## **13. Relationship of Parties**

You and Deluxe are independent contractors and nothing in this Agreement shall be construed to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship. You have no authority to make or accept any offers or representations on behalf of Deluxe. You may not make any statement, whether on your site or otherwise, that contradicts anything contained in this section.

## **14. Representations and Warranties**

Each party represents to the other that it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereby.

Affiliate represents that the contents of Your Site and any domain names associated with Your Site do not (a) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (b) violate any applicable law, statute, ordinance or regulation; (c) contain defamatory or libelous material; (d) contain lewd, pornographic, or obscene material; (e) violate any laws regarding unfair competition, anti-discrimination, or false advertising; (f) promote violence or contain hate speech; or (g) contain viruses, trojan horses, worms, time bombs, cancelbots, or other similar harmful or deleterious programming routines.

Affiliate represents that it has and complies with a privacy policy consistent with federal and state laws and regulations, which is prominently displayed on its website.

EXCEPT FOR THE ABOVE REPRESENTATIONS NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **15. Confidentiality**

Except as otherwise provided herein or with the consent of the other party, each party agrees that all information including, without limitation, business and financial information, customer and vendor lists, and pricing and sales information, concerning Deluxe or you, or any other affiliate, provided by or on behalf of any of them shall remain strictly confidential and shall not be used, directly or indirectly, by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its affiliates. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) to any person pursuant to a subpoena issued by any court or administrative agency, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process.

### **16. Limitation of Liability**

Deluxe makes no express or implied warranties or representations with respect to the Program, our site or any Deluxe products or services sold through the Program, including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, or any implied warranties arising out of course of performance, dealing, or trade usage. Deluxe makes no representation that the operation of our site will be uninterrupted or error-free and we shall not be liable for the consequences of any such interruptions or errors.

DELUXE SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM OR YOUR PARTICIPATION IN THE PROGRAM, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY AVAILABLE WITH RESPECT TO THIS AGREEMENT AND/OR THE PROGRAM OR ANY BREACH BY DELUXE HEREOF SHALL BE TO TERMINATE YOUR PARTICIPATION IN THE PROGRAM.

### **17. Indemnification**

Affiliate agrees to indemnify, defend and hold harmless Deluxe and its affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein.

### **18. Jurisdiction/Venue**

Any action to enforce this Agreement shall be brought in the federal or state courts located in Minnesota and Affiliate irrevocably consents to the jurisdiction of such courts.

## **19. References/Testimonials**

The Affiliate agrees to cooperate with us in the development of testimonies and other such marketing material. The Affiliate grants us unlimited rights to reference the Affiliate in any and all marketing materials, without further compensation.

## **20. Notices**

All notices from you to us, required under this Agreement shall be sent via United States mail, postage prepaid, addressed as follows:

Deluxe for Business  
3680 Victoria Street North.  
Shoreview, MN 55126  
Attn: Affiliate Program Manager

Notices from us to you may be sent via United States mail, postage prepaid, facsimile, or e-mail using the contact information on file held by Deluxe or Share-a-Sale.

## **21. Integration**

This Agreement constitutes the final and complete agreement between you and Deluxe regarding the Program and supersedes all prior and contemporaneous, understandings, agreements and communications, written or oral, with respect to the subject matter hereof.

## **22. Acknowledgement and Acceptance**

By submitting this application and clicking the link below, I hereby certify that I am authorized to act on behalf of Affiliate and that I have read and accepted the terms, conditions and disclosures associated with this Agreement.