



NAILHÜR



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NAIL MAKEUP

NAILHUR AFFILIATE
PROGRAM TERMS &
CONDITIONS

NAILHUR AFFILIATE PROGRAM TERMS AND CONDITIONS

By filling out the NAILHUR Affiliate Program application form, you acknowledge that you have read and agreed with the following terms and conditions.

1. SUBMITTING YOUR APPLICATION

Once you submit your application you are bound by the terms of this agreement. When filling out the application you must provide accurate and complete information. Participation in the NAILHUR Affiliate Program is to legally advertise our website to receive commission on referral of customers. We will evaluate each application and you will be notified of your acceptance or rejection. We may reject your application if we determine that your website is unsuitable to our brand for any reason.

2. INAPPROPRIATE CONTENT

Affiliation can be immediately revoked for the following reasons regarding inappropriate/unsuitable content:

- False advertisements concerning NAILHUR
- Spamming using your affiliate link
- Using copyrighted materials on your website
- Harassment or intimidation of others on your website
- Content deemed to be graphic or explicit by NAILHUR

3. AFFILIATE LINK

If your affiliation is approved, you may advertise your affiliate link using graphics and text links online. You may use graphics and texts provided to you by us or create your own as long as it is appropriate (see condition 2). **You may not use your own link to make purchases.** You may not knowingly allow others to repeatedly use your affiliate link to earn commission.

4. USING “NAILHUR”

“NAILHUR” cannot be used as a part of an affiliate’s website domain name, blog, Facebook account, YouTube channel, Twitter username or any URL associated with the affiliate account.

5. COPYRIGHT AND TRADEMARK INFRINGEMENT

NAILHUR reserves the rights to seek legal action against affiliates that infringe our copyrights and registered trademarks, or that replicate our product designs under a different brand.

6. TERMS OF AGREEMENT

The terms and conditions of this agreement will begin when your application has been submitted and will end when your affiliate account has been terminated. The terms may be modified by us at any time. If you do not agree with any modifications, you may ask to have your affiliation cancelled.

7. REVOCATION OF AFFILIATION

Affiliation will be cancelled if this contract is broken. Affiliation can be cancelled with no warning in cases of suspected fraudulent activity. If NAILHUR affiliation is revoked, you cannot rejoin the program in the future.

8. FTC GUIDELINES

Affiliates must abide by all state and federal consumer protection laws and regulations including the Federal Trade Commission Act and the CAN-SPAM Act. The FTC points out that “when there exists a connection between the endorser and the seller of the advertised product” it is imperative that such a connection is “fully disclosed.” Affiliates can read the full text [here](#). We strongly encourage our affiliates to adhere to the FTC’s rules. We also reserve the right to terminate our relationship with any non-compliant affiliates.

9. PAID SEARCH POLICIES

NAILHUR encourages affiliates to take advantage of paid search engine marketing campaigns. Bidding at larger pay per click search engines (PPCSE), such as Google, Yahoo, and Bing!, is a great way to drive traffic to your website and send your commission checks even higher. Affiliates engaging in paid search marketing campaigns must adhere to the following terms and requirements:

1. Nailhur.com protects its trademark and does not allow any trademark bidding on any search engine or Paid Placement service or site. This include, but is not limited to Google, Yahoo, Bing!, Ask and other similar services. Affiliates may not bid on trademarked or registered terms and products (i.e. nailhur.com, NAILHUR, Nicole Guerriero, Nicole’s Nails, Brittany Bear, Brittany Bear nails, etc.) or any phrase type, misspelling, variation or combination thereof. (See the restricted key word list below)
2. Affiliates may not use the trademark alongside with or in conjunction with the following terms: “percent (%) off”, “sale”, “discount”, or “coupon”
3. Affiliates may not use their affiliate link or any of the nailhur domains and/or URLs (including but not limited to www.nailhur.com) as the display domain or URL in the advertisement. When engaging in paid search engine campaigns, affiliates must use their own domain and/or URL in their ads.

Forbidden Display URL Examples:

www.nailhur.com

Approved Display URL Examples:

http://www.yourdomain.com/nailhur

4. You may not make any misleading or false statements in your campaigns. To avoid conflicts and to protect the integrity of the NAILHUR brand, NAILHUR reserves the right to suspend any affiliates activities and thus their

commissions for phrases that NAILHUR determines to be untrue or inflammatory claims of our products, services or websites. To avoid such measures, please forward all ad text and proposed keywords/phrases you wish to bid on to the Affiliate Manager for approval or editing, PRIOR to your submitting it to Paid Search Network providers or Paid Inclusion Search Engines.

5. None of the restricted words may be displayed in the Headline or Body of your advertisement. You agree that, following notice from Nailhur.com, you will promptly remove any search listing containing copy and/or creative components that nailhur.com, in its sole discretion, deems inappropriate for any reason.

Restricted Keyword List (but not limited to):

NAILHUR
NAILHER
nailhur.com
nailhurnails.com
Nail-Hur.com
Nailhurproducts.com
Nailhur.ca
Nailhur discount
Nailhur coupon
Nailhur cosmetics coupon
Nailhur discount

Failure to follow these requirements will be grounds for suspension from the program and forfeiture of all commissions.

10. PROMOTIONAL CODES/”COUPON CODES”

Affiliates are restricted from using NAILHUR promotional codes on coupon based websites such as GROUPON.COM, RETAILMENOT.COM, COUPONTRADE.COM or any other similar functioning sites. NAILHUR reserves the right to change or delete a promotional code(s) with or without notice when an affiliate code is misused in this manner.

11. CONFLICT OF INTEREST POLICY

Affiliate acknowledges that they will not promote, manufacture, distribute or sell any products which replicate the designs of products that are exclusive to NAILHUR. NAILHUR will legally pursue all parties associated with the manufacturing, distribution, and sale of counterfeit NAILHUR products.

12. ‘COOKIE-STUFFING’ POLICY

“Cookie-Stuffing”, forced clicks, etc. is not permitted. “Cookie stuffing” is an unlawful strategy of generating affiliate sales. (IE: Use of cookie stuffing to cause tracking systems to conclude that a user has clicked through a qualifying affiliate link – and to pay commissions accordingly- even if the user has not actually clicked through any such link). Affiliates found using, employing or receiving this strategy will be immediately revoked and all commissions will be forfeited. By filling out the application form you acknowledge that you have read and agree with the NAILHUR Affiliate Program terms and conditions.

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