

Affiliate Program Terms and Conditions

1. Vintage Aviation Publications Affiliate Agreement

This agreement describes the terms and conditions for participation in the Vintage Aviation Publications Affiliate Program. In this agreement, the term "Affiliate" refers to you (the applicant). In this agreement, Vintage Aviation Publications refers to the product owner and publisher.

The Vintage Aviation Publications Affiliate Program administered in part through a 3rd party affiliate management company called AffiliateWP (www.affiliatewp.com), and in part through our own internal affiliate system.

2. Modification

We may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but not limited to changes in the scope of available referral fees, fee schedules, payment procedures and Affiliate Program rules. If any of the modifications are UNACCEPTABLE TO YOU, your only recourse is to terminate this Agreement. If you CONTINUE PARTICIPATION IN THE PROGRAM, it will be considered as your acceptance of the change.

3. Enrollment

To enroll in the affiliate program, you must submit an affiliate application and be approved. Applications are processed every business day and applicants will be notified of their acceptance status as soon as possible after their information is reviewed.

4. Affiliate URL

You will be issued a special URL once you become an approved member of the Vintage Aviation Publications Affiliate Program which will be unique to you and you only, and will allow you to be paid for affiliate referrals.

5. Commissions

Affiliates will receive \$ 25 per domestic and international subscription (First time subscriber only – not recurring) and \$10 per digital subscription (First time subscriber only – not recurring) from orders placed through properly coded Affiliate links (unless noted otherwise for a particular product).

For a sale to generate a commission to an Affiliate, the customer must complete the order form and remit full payment for the product ordered through the secure order system. Word of mouth referrals will not result in an affiliate commission being generated. Commissions will only be paid on sales that are made when the customer clicks through qualified, correctly structured Affiliate links or use Affiliate code. Properly coded links are the sole responsibility of the affiliate.

Affiliates cannot use own code or affiliate link to make purchase. Any offenses to said rule will result in suspension and/or termination.

6. Payment

Vintage Aviation Publications pays affiliates via a PayPal account or U.S. check, provided to us when a member joins. If the PayPal email changes, it is the responsibility of the affiliate to notify the Affiliate Program to ensure proper commission payments. We will only resend payments returned due to incorrect payment email addresses once.

7. Order Fulfillment

Vintage Aviation Publications will be solely responsible for processing every order placed by a customer via affiliate links or affiliate codes. Affiliates are not authorized to collect payments or sell any Vintage Aviation Publications products from other websites as a "reseller" and no "resale" rights are granted in ANY way. Affiliates are not authorized to sell any of these products on ebay, or other auction sites. Affiliates are not authorized to give away copies of any of these products. Vintage Aviation Publications will also be solely responsible for all customer service inquiries. All affiliates understand and acknowledge that no physical products will be shipped.

Customers who purchase products and services through the Vintage Aviation Publications Affiliate Program will be deemed to be customers of Vintage Aviation Publications. Accordingly, all rules, policies, and operating procedures concerning customer orders and service will apply to those customers. We may change our policies and operating procedures at any time. Prices and availability of our products and services may vary from time to time. Vintage Aviation Publications policies will always determine the price paid by the customer.

8. Qualifying Sites

Vintage Aviation Publications reserves the right to refuse any site entry into the Vintage Aviation Publications Affiliate Program based on site content. Sites that do not qualify for the Affiliate Program include sites which:

- Promote sexually explicit materials
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote illegal activities
- List coupon codes or discounts that were NOT officially provided to them by Vintage Aviation Publications, LLC. Want to promote a coupon? Contact us and we can work with you. You may NOT promote coupon codes you may have found elsewhere online. Doing so can result in the termination of your affiliate account and withholding of affiliate payments for violating our affiliate agreement.

Infringe or otherwise violate any copyright, trademark, or other intellectual property rights of AffiliateWP, Vintage Aviation Publications or any other site..

9. Permitted Usage

The following are permitted uses of the Vintage Aviation Publications brand and marketing resources

Affiliates are permitted to use the graphical banners and design resources located in the affiliate's administration panel. If a specific size banner ad is not available, the affiliate may contact the Affiliate Program manager at mo@warbirddigest.com and request a new banner graphic be added to the available resources.

10. Prohibited Usage

The following cases prohibited and are grounds for immediate termination of the affiliate account.

Affiliates MAY NOT use the Vintage Aviation Publications and Warbird Digest logo, logo marks or other Vintage Aviation Publications website/branding imagery in a header graphic or in any way as to indicate they are officially affiliated or partnered with Vintage Aviation Publications unless authorized.

Affiliates MAY NOT use the term " Vintage Aviation Publications " or "Warbird Digest" in ANY variation in their site URL.

Affiliates MAY NOT promote coupons that were not provided to them personally by Vintage Aviation Publications . Want to promote a coupon? Contact us and we can work with you. You may NOT promote coupon codes you may have found elsewhere online. Doing so can result in the termination of your affiliate account and withholding of affiliate payments for violating our affiliate agreement.

Affiliates MAY NOT host or promote "coupon stacking" sites where customers may combine coupons to receive additional discounts.

Affiliates MAY NOT use their assigned coupon code on personal orders. Doing so will result in the immediate termination of your affiliate account and your order will be canceled.

11. Vintage Aviation Publications Anti-Spam Policy

Vintage Aviation Publications strictly prohibits affiliates from using spam e-mail and other forms of Internet abuse (including spamming forums, blogs, twitter, Facebook and other social media outlets) to seek sales. Spam is defined as including, but not limited to, the following:

Electronic mail messages addressed to a recipient with whom the sender does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient through an opt in subscription;

Messages posted to Usenet, forums, Twitter, Facebook and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated newsgroups, posted in excessive volume, or posted against forum/message board rules. Be conscious of forum rules! If a forum owner or moderator complains that an affiliate has spammed, the affiliate account may be permanently terminated after investigation.

Content posted on free blog websites for the sole purpose of keyword spamming, or comments posted to legitimate blogs that violate the comment policy of the blog owner.

Solicitations posted to chat rooms, or to groups or individuals via Internet Relay Chat or "Instant Messaging" system;

Certain off-line activities that, while not considered Spam, are similar in nature, including distributing flyers or leaflets on private property or where prohibited by applicable rules, regulations, or laws.

Vintage Aviation Publications , may undertake, at its sole discretion and with or without prior notice, the following enforcement actions:

Account Termination: Upon the receipt of a credible complaint, the Vintage Aviation Publications Affiliate Program manager may investigate the complaint, and if necessary, will then terminate the affiliate account of the individual implicated in the abuse. Termination results in the immediate closure of the member and affiliate account, the loss of all referrals, and the forfeiture of any unpaid money on account. At Vintage Aviation Publications discretion, termination may not only result in being banned from the affiliate program, but also being banned from ANY other internal affiliate programs.

If you wish to report a violation of our Anti-Spam Policy, please forward all relevant evidence to our customer service department at mo@warbirddigest.com

12. Relationship of Parties

Affiliates are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Affiliates have no authority to make or accept any offers or representations on our behalf. Affiliates will not make any statement, whether on their sites or otherwise, that reasonably would contradict this statement.

13. Term and Termination

The term of this Agreement will begin when you accept and will end when terminated by either party. Either Vintage Aviation Publications or the affiliate may terminate this Agreement at any time, with or without cause. Upon the termination of this Agreement for any reason, all licenses granted hereunder shall immediately terminate and you will immediately cease use of, and remove from Affiliate's Web Site, all links to the Vintage Aviation Publications websites, and all Vintage Aviation Publications trademarks and logos, other Vintage Aviation Publications marks and all other materials provided in connection with this program.

14. Limitation of Liability

Vintage Aviation Publications will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, expenditures or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to the affiliate under to this Agreement.

15. Disclaimers

We make no representation that the operation of the websites or the Affiliate links will be uninterrupted or error-free, and Vintage Aviation Publications will not be liable for the consequences of any interruptions or errors.

16. Miscellaneous

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

If any of the provisions of this Agreement are determined by a court to be unenforceable, they shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

By signing up with the Vintage Aviation Publications Affiliate Program, you acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee or statement other than as set forth in this agreement.