

PHEOWL LTD– AFFILIATE TERMS

These Affiliate Terms ("Agreement") govern the relationship between PHEOWL LTD and the affiliate ("Partner"). By participating in the affiliate program, the Partner agrees to the terms and conditions outlined in this document. PHEOWL LTD is a design, production, and engineering consulting service provider, and this Agreement applies to all Partner engagements related to promoting or selling our services.

Program Overview

PHEOWL LTD offers an Affiliate Program where Partners can promote and sell our services in exchange for a commission or other compensation as specified in the individual agreement. The Partner is responsible for marketing PHEOWL LTD's services (including architectural design, production services, and creative design) to potential clients.

Eligibility

To participate in the Affiliate Program, the Partner must:

- Be a legal entity or individual authorized to enter into this Agreement.
- Comply with all applicable laws, including data protection regulations, in their jurisdiction.
- Not be involved in any activity that could harm the reputation or business operations of PHEOWL LTD.

Affiliate Obligations

The Partner agrees to:

- **Promote PHEOWL LTD's Services:** Actively market and promote PHEOWL LTD's services (such as architectural design, video production, creative design, and engineering consulting) to potential customers.
- **Comply with Advertising Guidelines:** Follow all advertising guidelines and approved promotional materials provided by PHEOWL LTD. The Partner may not create their own promotional materials without prior written consent from PHEOWL LTD.
- **Transparency:** Clearly disclose that the Partner is part of the Affiliate Program when promoting PHEOWL LTD's services, and inform potential customers about any commissions or incentives that the Partner may earn.
- **Report Sales and Referrals:** Maintain accurate records of all referrals and sales made through the Partner's marketing efforts, and report them as requested by PHEOWL LTD.

Compensation

Partners will receive compensation as specified in the individual agreement, which may include:

- **Commission-Based Compensation:** Partners will earn a percentage of the revenue generated from customers they refer to PHEOWL LTD. The commission rate will be outlined in the individual agreement and may vary depending on the service sold.
- **Payment Terms:** Commissions or other compensation will be paid to the Partner on a monthly/quarterly basis, provided that the referred customer has paid for the service in full. Payments will be made via [payment methods such as bank transfer, wise, PayPal, Stripe, etc.].
- **Refunds and Chargebacks:** If a customer requests a refund or if there are chargebacks related to a referred sale, PHEOWL LTD reserves the right to withhold the commission for that sale.

Intellectual Property

- **Use of Trademarks:** PHEOWL LTD grants the Partner a limited, non-exclusive license to use its trademarks, logos, and promotional materials in connection with the Affiliate Program. The Partner may not use PHEOWL LTD's intellectual property for any purpose other than promoting the services under this Agreement.
- **Ownership of Intellectual Property:** All intellectual property rights, including trademarks, logos, designs, and other materials provided by PHEOWL LTD, remain the property of PHEOWL LTD. The Partner acknowledges that they do not acquire any ownership rights in PHEOWL LTD's intellectual property.

Termination

Either party may terminate this Agreement with written notice at any time. Upon termination:

- The Partner must immediately stop using PHEOWL LTD's intellectual property and cease all promotional activities.
- PHEOWL LTD will pay any outstanding commissions for valid sales that occurred prior to the termination.
- The Partner will be required to return any promotional materials provided by PHEOWL LTD.

Confidentiality

The Partner agrees to keep confidential any proprietary or sensitive information disclosed by PHEOWL LTD during the course of this Agreement. This includes pricing details, marketing strategies, customer data, and any other information deemed confidential by PHEOWL LTD. The confidentiality obligations will survive the termination of this Agreement.

Limitation of Liability

To the maximum extent permitted by law, PHEOWL LTD will not be liable to the Partner for any indirect, special, incidental, or consequential damages arising out of this Agreement, including but not limited to loss of business, loss of revenue, or reputation damage. The liability of PHEOWL LTD is limited to the compensation owed to the Partner under this Agreement.

Indemnification

The Partner agrees to indemnify and hold harmless PHEOWL LTD, its directors, employees, and affiliates from any claims, damages, losses, and expenses (including legal fees) arising out of the Partner's breach of this Agreement or misuse of PHEOWL LTD's intellectual property.

Compliance with Laws

Both parties agree to comply with all applicable laws and regulations related to marketing, advertising, data protection, and intellectual property in the jurisdiction in which they operate.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes related to this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Contact Information

For any questions or inquiries regarding the Affiliate/Partner Program, please contact us at:
business@pheowl.com



Rahat Al Meem
CEO & Founder