

Affiliate Program Terms & Conditions

BALANCE & BUILD CONSULTING, LLC

Effective Date: December 29, 2025

1.0 General Provisions

1.1. Affiliate Agreement. These Affiliate Program Terms & Conditions (“**Affiliate Agreement**”) govern participation in the Affiliate Program (“**Program**”) offered by **Balance & Build Consulting, LLC** (“**Company**,” “**we**,” “**us**,” or “**our**”). By applying to, enrolling in, or participating in the Program, you (“**Affiliate**,” “**you**,” or “**your**”) agree to be legally bound by this Affiliate Agreement.

1.2. Relationship to Other Agreements (Order of Precedence). This Affiliate Agreement is **separate from and supplemental to**:

- The Company’s general Terms of Service.
- The Software-as-a-Service (SaaS) Terms of Service governing use of the Company’s project billing and invoicing application (the “**Service**”).

1.3. Conflict Resolution. In the event of a conflict, the agreements shall govern in the following order of precedence:

1. This Affiliate Agreement governs Affiliate participation and commissions.
2. The SaaS Terms govern subscription billing, trials, refunds, and payment processing.
3. The Company’s general Terms of Service apply as a general fallback.

1.4. Service Access. Affiliate participation does **not** grant access to the Service unless the Affiliate separately agrees to the SaaS Terms.

2.0 Program Overview & Eligibility

2.1. Program Description. The Program allows approved Affiliates to refer customers to the Company’s cloud-based project billing and invoicing Service, which is offered on a subscription basis.

2.2. Eligibility & Enrollment.

- Participation is subject to Company approval.
- Affiliates must be at least eighteen (18) years old and legally capable of entering into binding contracts.
- The Company reserves the right to reject or terminate any Affiliate at its sole discretion.

2.3. Referral Discount.

- Affiliates may offer referred users a **10% subscription discount** as designated by the Company.
- Discounts may not be modified, misrepresented, or combined with other promotions without written authorization.

2.4. Free Trial Period.

- Referred users receive a **thirty (30) day free trial**.
- No commissions are earned during the free trial period.
- A referral must convert to a paid subscription to be eligible for commission consideration.

3.0 Commissions and Payment

3.1. Commission Structure. Affiliates earn a commission equal to 25% of the revenue from each active, paid subscription generated through a valid referral.

3.2. Qualification for Commission. A subscription must be active, paid, and in good standing to qualify. The Company retains sole discretion in determining subscription eligibility and status.

3.3. Payment Processing & Revenue Alignment.

- Subscription payments are processed through third-party payment processors, including **Stripe**.
- Affiliate commissions are earned **only on subscription revenue that has been successfully processed and retained**, as determined by the payment processor.
- The Company does not guarantee the timing of commission eligibility, as settlement, disputes, chargebacks, or reversals may occur. Affiliates acknowledge that payment processor determinations are outside the Company's control.

3.4. Commission Payments.

- Commissions are calculated and paid **monthly**.
- Affiliates are responsible for providing accurate payment and tax information.
- The Company may withhold or delay payments for suspected fraud, abuse, non-compliance, or unresolved disputes.

3.5. Refunds, Chargebacks & Clawbacks.

- If a referred subscriber receives a refund, chargeback, or payment reversal **after a commission has been paid**, the corresponding commission shall be **charged back to the Affiliate**.
- Chargebacks may be deducted from future commissions or invoiced directly if no future commissions are available.
- Affiliates acknowledge that commissions are conditional upon retained revenue.

4.0 Conduct, Status, and Termination

4.1. Prohibited Conduct. Affiliates may not:

- Misrepresent the Company, the Service, pricing, or subscription terms.
- Engage in deceptive, fraudulent, or unethical marketing practices.
- Use spam, unsolicited communications, or unlawful advertising methods.
- Refer themselves or create multiple accounts to generate commissions.
- Use Company trademarks or brand terms without written authorization.

4.2. Independent Contractor Status. Affiliates are independent contractors. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship.

4.3. Termination.

- Either party may terminate participation at any time, with or without cause.
- Upon termination, unpaid commissions related to refunded, disputed, or inactive subscriptions may be forfeited.
- Sections relating to payment processing, refunds, arbitration, attorney fees, limitation of liability, and indemnification shall survive termination.

5.0 Legal Provisions

5.1. Mandatory Arbitration & Waiver of Jury Trial. Any dispute, claim, or controversy arising out of or relating to this Affiliate Agreement or the Program shall be resolved **exclusively by binding arbitration** administered in **Allen Parish, Louisiana**, in accordance with applicable arbitration rules.

AFFILIATE WAIVES THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN CLASS, COLLECTIVE, OR REPRESENTATIVE ACTIONS.

5.2. Attorney Fee Shifting. The **prevailing party** in any arbitration or permitted court proceeding shall be entitled to recover all reasonable attorneys' fees, costs, and expenses incurred.

5.3. Anti-Frivolous Litigation Provision. Any claim determined to be frivolous, brought in bad faith, or lacking a reasonable legal or factual basis shall result in the non-prevailing party being responsible for **all arbitration costs, legal fees, and expenses** incurred by the prevailing party.

5.4. Limitation of Liability. The Company's total aggregate liability under this Affiliate Agreement shall not exceed the total commissions paid to the Affiliate during the twelve (12) months preceding the event giving rise to the claim.

5.5. Indemnification. Affiliate agrees to indemnify, defend, and hold harmless Balance & Build Consulting, LLC from any claims, damages, losses, liabilities, or expenses arising from:

- Affiliate's participation in the Program.
- Affiliate's marketing activities.
- Affiliate's violation of this Agreement or applicable law.

5.6. Governing Law & Venue. This Affiliate Agreement shall be governed by and construed in accordance with the laws of the **State of Louisiana**. Arbitration shall take place in **Allen Parish, Louisiana**.

5.7. Modifications. The Company may modify this Affiliate Agreement at any time. Continued participation in the Program constitutes acceptance of the revised terms

6.0 Contact Information

Balance & Build Consulting, LLC

- **Email:** info@balanceandbuildconsulting.com
- **Website:** <https://balanceandbuildconsulting.com>