

Affiliate Program Terms of Service

INTRODUCTION

By signing up to be an affiliate in the TubeBuddy Affiliate Program (“PROGRAM”) you agree to be bound by the following terms and conditions (“Terms of Service” or “Terms”).

TubeBuddy reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current PROGRAM, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the PROGRAM after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <https://www.tubebuddy.com/affiliate-program-terms>

Violation of any of the Terms below may result in the termination of your Affiliate Account and forfeiture of any outstanding affiliate commission payments earned during the violation. You agree to use the PROGRAM at your own risk.

PROGRAM Account Terms

Changes to the Terms of Service were announced December 1, 2024 and are effective January 1, 2025.

You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
 You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
 Affiliate commissions are only paid for standard or so-called “consumer” licenses. Commissions are not paid for so-called “bulk” or Enterprise licenses.
 You are responsible for all content posted and activity that occurs under your account (even when content is posted by others who have accounts under your account).
 One person or legal entity may not maintain more than one account.
 You may not use the PROGRAM for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
 You may not use any TubeBuddy branding, trademarks, logos, keywords, advertising terms, or other intellectual property, whether in connection with the PROGRAM or otherwise, without our express written permission.
 You may not use the PROGRAM to earn money from your own TubeBuddy product accounts.

Using Links on Your Site

As an affiliate of TubeBuddy, you may use any form of promotion you choose, consistent with the terms of this Agreement. You may use banner advertisements, button links and/or text links to our site (the “Links”); however, you CANNOT SPAM. Any activity by you or on your behalf that we determine or reasonably suspect to be the result of an unsolicited bulk e-mail program will result in your immediate termination from the PROGRAM and your forfeiting of monies otherwise due you hereunder. Allowable promotional links may contain TubeBuddy’s trade names, service marks, and/or logos for display on your Affiliate Site. Subject to the terms and conditions hereof, you are granted a limited, non-exclusive, non-transferable license to access and download such Links and other designated promotional materials for placement on your Affiliate Site for the sole and exclusive purpose of promoting websites owned, operated or controlled by TubeBuddy. In utilizing the Links, you agree that you will cooperate fully with us in order to establish and maintain such Link or Links. A Link may only be visually modified with our consent.

TubeBuddy IP

Your participation in the PROGRAM does not grant you any right, license, ownership, or other intellectual property right in any of TubeBuddy’s intellectual property, including our branding, logos, trademarks, and other intellectual property. Unauthorized use of our intellectual property is not permitted, whether used in your capacity as an affiliate or otherwise in connection with the PROGRAM.

Paid Search Terms

Affiliates shall not bid on or use TubeBuddy’s trademarks or misspelled keywords for the purpose of pay-per-click on internet search engines without prior written consent from TubeBuddy.

*You may not directly link to our website from any Pay Per Click ad or use redirects that yield the same result. Users must be directed to your website. It is your responsibility to **take all actions necessary to exclude our trademarked terms from your program, including, among other things, adding our trademarked terms as negative keywords.***

Earning Commissions

Affiliate commissions are earned only after a license purchase has seasoned more than 30 days. For example, if someone you refer purchases a TubeBuddy license on Feb 10th, you will earn your commission on March 10th and receive payment in the next payment period (sometime between April 1st – 15th, see below for Payment Schedule). Purchases altered within 30 days by customer cancellations, refunds, or chargebacks will not earn a commission.

Attribution and Commission Percentages

While your affiliate account is active, you will earn a 15% commission on purchases made within 365 days of each referral’s first click on one of your links. For example, if someone you refer first clicks one of your links on January 1st and then purchases a monthly recurring license on April 15th, you will earn commissions on their recurring payments for that license and additional new license purchases and their recurring payments until December 31st of that year.

Commission Payment Thresholds

The minimum threshold for all payments is \$10. If your account’s earnings never cross the \$10 threshold, your commissions will not be realized or paid.

Commission Payment Method

Commissions are paid **only** via PayPal. We cannot send checks, pre-paid credit cards, or cash. You are required to have a PayPal account to receive commissions. If you don’t have a PayPal account you can sign up for one at any time, but you will not be paid until you have one and provide us with the relevant info in your affiliate account.

Payment Schedule

Our payment period happens between the 1st – 15th of each month. If your account has not crossed the \$10 threshold, your accrued earnings will carry over indefinitely (or for as long as you remain active in the program) until you have crossed the \$10 threshold.

Please Note: As mentioned above, commissions are earned 30 days after a license has been purchased, if and only if it has not been altered by cancellation, refund, or chargeback. For example, if someone you refer purchases a paid license on Feb 10th, you earn your commission on March 10th and receive payment in the next payment period (for this example, in April).

Compliance with Laws

As a condition to your participation in the PROGRAM, you agree that while you are a PROGRAM participant you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a PROGRAM participant. Without limiting the foregoing obligation, you agree that as a condition of your participation in the PROGRAM you will comply with all applicable laws (federal, state or otherwise) that govern marketing email, including without limitation, the CAN-SPAM Act of 2003 and all other anti-spam laws.

Termination

TubeBuddy, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the PROGRAM, or any other TubeBuddy service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all potential or to-be-paid commissions in your Account if they were earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. TubeBuddy reserves the right to refuse service to anyone for any reason at any time.

Additionally, TubeBuddy in its sole discretion has the right to terminate the PROGRAM at any time. If the PROGRAM is terminated, payment of any future commissions are terminated including recurring payments for prior referral purchases.

Relationship of Parties

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

Limitations of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, 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 referral fees paid or payable to you under this Agreement.

Disclaimers

We make no express or implied warranties or representations with respect to the PROGRAM or any products sold through the PROGRAM (including, without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the Product Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in San Diego, California USA, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of Washington (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator’s award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Miscellaneous

This Agreement will be governed by the laws of the United States and the state of Illinois USA, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. 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.

The failure of TubeBuddy to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and TubeBuddy and govern your use of the Service, superseding any prior agreements between you and TubeBuddy (including, but not limited to, any prior versions of the Terms of Service).

Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such an event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and the PROGRAM rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in TubeBuddy.com’s Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.