Affiliate Terms and Conditions

Affiliate Requirements:

- 1. As an OsnatFineArt affiliate, you may earn a referral commission ("Reward") each time a referred customer makes a purchase for any of the artworks on OsnatFineArt.com, excluding shipping and insurance costs. All orders must be for the purchase of artwork by a customer who arrives at OsnatFineArt.com by clicking on your affiliate tracking link, within thirty (30) days of clicking on the affiliate tracking link.
- 2. We use Cookies to track your referrals. The cookies last for 30 days after someone clicks on your link. If they click again, the 30 days starts again.
- 3. In the event that multiple affiliates refer the same unique customer, only the first referrer will receive credit for the referral.
- 4. This reward program is available to USA and Canadian residents only. We reserve the right to cancel and/or deactivate affiliate accounts of residents of other countries.
- 5. Referred customers must not return an artwork in order for the affiliate Reward to be considered earned. Affiliates will not receive Rewards from customers who receive a refund.
- 6. You are solely responsible for keeping all information up to date, including postal and email addresses, name, payment information and any other personal information that will impact the ability to issue a valid payment. If we do not receive the necessary payment information from you within ninety (90) days of a qualifying referral sale that would otherwise trigger a Reward, such Reward shall not accrue and no resulting Reward will be owed with respect to such sale.
- 7. Missing or untracked affiliate referrals must be reported within 14 days of the qualifying referred sale and will be credited to your account at our sole discretion, provided that such credit has accrued pursuant to all terms in the Affiliate Terms of Service. Referrals that are not reported during the then current referral period will not be credited to your account.
- 8. Earned Rewards are available for redemption at the end of the month following the month in which the purchase was made. Earned Rewards will be paid out via PayPal on the last business day of the month, in US dollars. Such Rewards payments are subject to a 5% Paypal processing fee.
- 9. Affiliates are responsible for making sure they are able to accept payments. Please ensure that your PayPal account can accept payments from Canadian companies.
- 10. Affiliates are responsible for all fees, taxes, exchange rates, surcharges and other expenses incurred in order to receive their Rewards. Please check with your PayPal to find out if any of these apply to your account.
- 11. In the event of possible credit card fraud and high cancellation rates, OsnatFineArt reserves the right to hold Rewards for up to two (2) additional months for verification. At OsnatFineArt's sole discretion, we reserve the right to cancel Rewards in the event that we are unable to collect funds from the referred customer, the order is fraudulent or if it is found that the Reward was earned improperly for any other reason.

Reversals:

1. Referred customers that issue a chargeback or are found to be fraudulent (e.g. false information, fake/stolen credit cards etc.), as determined at OsnatFineArt's sole discretion will be reversed regardless of the amount of time that has passed since the signup occurred.

Affiliate Restrictions and Responsibilities:

- 1. OsnatFineArt does not accept "coupononly" sites in our affiliate program. We reserve the right to deactivate any account that uses coupons/discounts as a primary method of promotion at our sole discretion.
- 2. Affiliates MAY NOT use cookie stuffing techniques that set the tracking cookie without the user actually clicking on the referral link (for example, a 1x1 pixel iframe).
- 3. Affiliates are responsible for ensuring that their tracking code is working properly before sending traffic to OsnatFineArt's server. Any modification to the links is the sole responsibility of the affiliate. Rewards may not be paid for tracking errors caused by editing, masking, redirecting, or tampering with affiliate links, as determined at OsnatFineArt's sole discretion.
- 4. Domain forwarding is prohibited. You may not purchase a domain and set it to forward directly to our site using your affiliate link.
- 5. Affiliates MAY NOT copy OsnatFineArt's website or any portions of it, including, without limitation, any of OsnatFineArt's trademarks or other intellectual property, and display them on their own site or subdomain or use them in any way without OsnatFineArt's prior expressed written permission.
- 6. Purchasing, either directly or indirectly, the search name "OsnatFineArt" or any misspelling or variant thereof from websites, search engines or other directory referral services is prohibited.
- 7. Violations of our AntiSpam Policy or our Terms of Service will result in immediate forfeiture of all Rewards payments.
- 8. Gaining referrals through misrepresentation, improper use of OsnatFineArt intellectual property (i.e. OsnatFineArt trademarks and copyrighted material) or impersonation of Osnat Tzadok is strictly prohibited and can result in loss of accrued Rewards and/or removal from the program.
- 9. Referred customers must use different billing and payment methods than the referrer to qualify for Rewards.
- 10. Customers cannot refer themselves or their spouse/civil union partner. No exceptions will be made. Violations can result in the loss of all accrued Rewards and dismissal from the program.

FTC Disclosure Policy:

1. It is our intent to treat our customers fairly. Accordingly, we require all OsnatFineArt affiliates to comply fully with all applicable laws, regulations and guidelines concerning advertising and marketing, including without limitation, the Federal Trade Commission (FTC) Endorsement Guides (See the FTC Endorsement Guide for more information.), which require that material connections between advertisers and endorsers be disclosed. This means that all affiliate websites (e.g. directories, review/rating sites, blogs and other websites) and any email or collateral that provide an endorsement or assessment of OsnatFineArt, must prominently disclose the fact that you may receive compensation for referring customers to OsnatFineArt.

- 2. For more information and suggestions about how to comply with these guidelines, please click the "FTC Disclosure" tab under the Terms tab when logged in to your affiliate account. Please note that the FTC Disclosure page is only intended to provide guidance. It does not purport to provide legal advice and it does not guarantee that you will be in compliance with FTC regulations if you follow the suggestions presented. You are advised to seek and obtain your own legal advice on how these rules apply to your website or other promotional activities for which you receive compensation.
- 3. At our sole discretion, we reserve the right to withhold referral fees and/or terminate the affiliate relationship for your failure to comply with OsnatFineArt's FTC disclosure policy or with any other applicable regulations or guidelines, as determined by OsnatFineArt at our sole discretion.

Deactivation:

- 1. Affiliate accounts may be deactivated at any time, without warning or notice, and at our sole discretion. Any affiliate who violates any of OsnatFineArt's Terms of Service policies, including without limitation, these Affiliate Program Terms, or any applicable law, is subject to having their affiliate account deactivated immediately, and any and all accrued, but not yet received, Rewards will be forfeited.
- 2. At our sole discretion, any false or misleading advertising or suspected fraudulent activity associated with your affiliate account will result in immediate deactivation.
- 3. Affiliate accounts generating a large number of fraudulent purchases, as determined in our sole discretion, will be deactivated.
- 4. If you would like to discontinue your participation in the Affiliate Program at any time, simply remove your affiliate links from your website and from other locations where you advertised them, and no longer promote them. For accounting purposes, our systems will retain your account and personal information.

Miscellaneous:

1. We reserve the right to modify or cancel our Affiliate Program at any time. Please make sure to check this page often! Your continued use of this service after modifications have been made constitutes an acceptance of the updated terms. If you do not agree with the updated terms, your only recourse is to stop utilizing our services and to terminate your account with us.

Last updated: Oct 21st, 2019