

**CUE BROADCAST AFFILIATE PROGRAM AGREEMENT**  
**PLEASE READ THE ENTIRE AGREEMENT.**

**YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.**

This **CUE Broadcast Affiliate Program Agreement** (the “Agreement”) sets forth the legally binding terms and conditions between you (“Affiliate” or “you” or “your”) and **CUE Broadcast** (“CUE Broadcast” or “we” or “us” or “our”) regarding your participation in the **CUE Broadcast Affiliate Program** (the “Program”).

By checking the box in the **registration process**, you agree to be bound by the terms and conditions of this Agreement.

If you have any questions, please contact us at **support@cuebroadcast.com**. We believe in **transparent and honest communication** and are happy to assist you.

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## **I. Definitions**

Unless defined elsewhere in the Agreement, capitalized terms set out in the Agreement are defined as follows:

- **“Referral Link”** – A unique link containing an Affiliate ID, which allows us to track sales and attribute commissions to the correct Affiliate.
- **“Resources”** – Any marketing materials provided by CUE Broadcast, including but not limited to logos, banners, copyrighted content, and trademarks.
- **“Commission”** – The payments CUE Broadcast makes to an Affiliate in return for generating successful referrals.
- **“Net Proceeds”** – The gross revenue received by CUE Broadcast from a Referral’s first paid invoice, minus costs such as taxes, fraud, bad debts, and duties.
- **“Affiliate”** – An individual or entity that has signed up for the CUE Broadcast Affiliate Program and agreed to the terms of this Agreement.
- **“Affiliate Panel”** – A dedicated back office where Affiliates can manage their account, track performance, and access marketing resources.
- **“Referral(s)”** – A customer who signs up for a CUE Broadcast account using an Affiliate’s Referral Link and makes a paid subscription purchase.
- **“Services”** – The subscription-based streaming services supplied by CUE Broadcast on [www.cuebroadcast.com](http://www.cuebroadcast.com).
- **“Subscriber”** – A customer who signs up and agrees to pay for the monthly streaming service CUE Broadcast offers. A subscriber is not an Affiliate.

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## **II. Enrollment in the CUE Broadcast Affiliate Program**

To participate in the **Affiliate Program**, you must:

1. Create an Affiliate Account and sign up for CUE Broadcast’s Affiliate Program.
2. Be at least 18 years old.

Upon approval, CUE Broadcast will provide you with:

- A Referral Link (with the option to create custom Referral Links).
- Access to the Affiliate Panel to track sales and commissions.
- Marketing Resources to help promote CUE Broadcast.

You agree to keep your login credentials confidential at all times.

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### III. Referrals & Commission

#### 1. **Commission Rate:**

- Affiliates will earn US\$10 in commissions for every paid Subscriber they refer through their CUE Broadcast link. If CUE Broadcast runs a promotion or incentive in which the monthly service fee is less than the retail price, your commissions will be adjusted accordingly.
- CUE reserves the right to change or alter the Affiliate Compensation Plan at any time.

#### 2. **Minimum Payout Threshold:**

- If total commissions for a calendar month do not exceed US\$60, the amount will be carried forward to the next month until the threshold is met.

#### 3. **Commission Disbursement:**

- The Company commits to pay the "Paid Commission" on or before the 20th day of each month, following the month in which a subscriber is successfully enrolled and remains current with their subscription, adhering to the conditions outlined in this agreement.
- A "Paid Commission becomes an "Earned Commission" once the subscriber completes payment for their first month and successfully renews their subscription for the second month without interruption.
- To be eligible for a commission, the Affiliate must be in good standing with the Company and comply with the terms of this agreement.

#### 4. **Cookie Tracking:**

- The Program uses cookies to track Referral sales, which remain active for 60 days after the last click on the Referral Link.
- CUE Broadcast operates on a "last click wins" basis, meaning the last Referral Link clicked before purchase determines which Affiliate receives the commission.

#### 5. **Non-Qualifying Referrals:** Affiliates will **not receive commissions** for:

- Referrals who block cookies, making it impossible to track sales.
- Payments subject to chargebacks, fraud, or reversals.
- Referrals who fail identity or credit checks by CUE Broadcast.

#### 6. **Commission Adjustments:**

- If a chargeback or refund occurs after a commission is paid, CUE Broadcast reserves the right to deduct the corresponding commission from the Affiliate's future earnings or invoice the Affiliate for reimbursement.
- CUE Broadcast may withhold payment for a reasonable period to ensure against cancellations or refunds.

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#### **IV. Marketing Materials**

- Affiliates must use only Company-provided or approved marketing materials.
- If an Affiliate wishes to use their own marketing materials, they need to submit to the Company for approval.
- Unauthorized use or misrepresentation may result in agreement termination.

#### **V. Prohibited Actions**

Your **Affiliate account will be terminated immediately** if you:

- Misuse the CUE Broadcast brand name or misrepresent our offers.
- Promote false or misleading information about CUE Broadcast.
- Use aggressive marketing tactics like spam, malware, or deceptive advertising.
- Drive paid traffic directly to [www.cuebroadcast.com](http://www.cuebroadcast.com) using search engine ads.
- Engage in fraudulent activity, including self-referrals.

CUE Broadcast reserves the right to oversee Affiliate promotions and compensation and to request changes if necessary.

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#### **VI. Payouts**

1. Commission payments are made monthly via direct deposit to your bank account.
2. Payments are issued on the 20th of each month for the previous month's sales.
3. Affiliates are responsible for providing correct payout details.
4. Affiliates cannot earn commissions on their own purchases.

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#### **VII. CUE Broadcast's Responsibilities**

Upon registration, CUE Broadcast will provide:

- A Referral Link to track sales.
- An Affiliate Panel (back office) to review earnings and performance.
- Marketing Resources such as banners and logos.

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#### **VIII. Intellectual Property**

1. CUE Broadcast retains full ownership of all marketing materials, including trademarks and logos.
2. Affiliates are granted a non-exclusive, non-transferable, revocable license to use CUE Broadcast's branding only for promotional purposes.
3. Affiliates cannot register domain names, emails, or trademarks containing "CUE Broadcast."

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#### **IX. Termination**

1. Either party may terminate this Agreement at any time with notice.

2. If an Affiliate violates this Agreement, CUE Broadcast reserves the right to:
  - Immediately terminate their account.
  - Forfeit outstanding commissions earned through violations.
  - Remove access to all marketing resources.

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## **X. Indemnification**

Affiliates agree to defend, indemnify, and hold harmless CUE Broadcast against any claims, damages, or liabilities resulting from:

- Breach of this Agreement.
- Violation of laws or third-party rights.
- Misrepresentation of CUE Broadcast services.

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## **XI. Limitation of Liability**

CUE Broadcast is not responsible for:

- Loss of profits or damages resulting from the Program.
- Technical errors affecting tracking or payments.
- Affiliate actions that lead to account termination.

CUE Broadcast's maximum liability to an Affiliate will not exceed \$500 under any circumstances.

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## **XII. Governing Law**

1. The remaining terms will still apply if any part of this Agreement is found invalid.
2. Any disputes will be settled in the jurisdiction where CUE Broadcast operates.

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## **XIII. Confidentiality**

Affiliates must keep all non-public Program details confidential and not share sensitive business information.

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## **XIV. Miscellaneous**

1. Affiliates are responsible for all taxes related to their commission earnings.
2. CUE Broadcast reserves the right to modify commission rates and pricing at any time.
3. This Agreement does not create a partnership, agency, or employment relationship between the Affiliate and CUE Broadcast.

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## **XV. Agreement Acceptance**

By joining the CUE Broadcast Affiliate Program, you acknowledge that you have read, understood, and agreed to this Agreement.

For any questions, please contact us at [support@cuebroadcast.com](mailto:support@cuebroadcast.com).

**XVI. Signature**

I hereby agree with the above terms and conditions of the CUE Broadcast Affiliate Agreement:

BY: \_\_\_\_\_  
Individual or Company Name

ACCEPTED BY: CUE Broadcast

\_\_\_\_\_  
Affiliate Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Affiliate Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date