

## Affiliate Partner Terms and Conditions

By joining the Affiliate Partner Program for Backseat Gaming Private Limited, you agree to comply with these Terms and Conditions.

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### 1. Enrollment in the Program

**1.1 Eligibility:** You must apply to join the Program by submitting accurate information during registration. Approval is at the sole discretion of the Company.

**1.2 Account Setup:** Upon approval, you will receive a portal access to track referrals.

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### 2. Affiliate Obligations

**2.1 Compliance:** You agree to comply with all applicable laws, regulations, and the Terms outlined herein.

**2.2 Promotion:** Affiliates are responsible for promoting the Company's products/services in a manner that aligns with the Company's brand and values.

**2.3 Prohibited Activities:** Affiliates may not:

- Use spam, misleading, or fraudulent methods to promote the Company.
- Engage in paid advertisements bidding on the Company's branded terms.
- Create or promote content that is offensive, defamatory, or illegal.

**2.4 Confidentiality:** You must maintain confidentiality of any proprietary or sensitive information provided by the Company.

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### 3. Affiliate Commission

**3.1 Commission Structure:** Affiliates will earn a commission based on successful referrals that result in completed sales through their unique affiliate link. Commission rates vary product to product Categories:

[Monitor](#): 1.5%

[Keyboard Accessories](#): 10%

[Racing Sim and accessoires](#): 2.5%

Others (Keyboard, Mouse, Headphone, etc.): 5%

**3.2 Payment Terms:** Payments will be made monthly once the minimum payout threshold of NPR 5000 is met. The total payout amount shall be subject to a deduction of 15% TDS (Tax Deducted at Source) as per applicable tax laws before disbursement to the Affiliate. Payments are processed via Bank Transfer using Connect IPS.

**3.3 Refunds and Chargebacks:** No commission will be paid for orders that are refunded, canceled, or subject to chargebacks.

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## 4. Intellectual Property

4.1 **License:** Affiliates may use the Company's logos, banners, and other promotional materials solely for the purpose of promoting the Program.

4.2 **Restrictions:** Affiliates may not alter or misuse the Company's intellectual property in any way.

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## 5. Termination

5.1 **Termination by Affiliate:** You may terminate participation in the Program at any time by providing written notice to the Company.

5.2 **Termination by Company:** The Company reserves the right to terminate your participation in the Program at any time for breach of these Terms, inactivity, or any other reason.

5.3 **Effect of Termination:** Upon termination, you must cease all promotion of the Company's products and remove all affiliate links immediately.

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## 6. Limitation of Liability

The Company will not be liable for any indirect, incidental, or consequential damages arising from your participation in the Program. The Company's total liability shall not exceed the amount of commission earned by you.

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## 7. Governing Law

This Agreement shall be governed by the laws of Nepal. Any disputes arising under this Agreement shall follow the following process:

- The Parties shall attempt to reach a mutual understanding within 7 days of the dispute.
  - If unresolved, the Parties agree to mediation facilitated by a neutral third party.
  - If mediation fails, the dispute shall be resolved through arbitration in Kathmandu, Nepal, in accordance with Nepalese arbitration laws.
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## 8. Amendments

The Company reserves the right to modify these Terms at any time. Affiliates will be notified of changes, and continued participation in the Program constitutes acceptance of the revised Terms.

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## 9. Contact Information

For questions or support regarding the Program, please contact us at:

**Email:** info.backseatgaming@gmail.com

**Phone:** 9860163240

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### **Acknowledgment**

By participating in the Program, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

Full Name:

Phone Number:

Email ID:

Date:

Signature: