



OKEAPP PARTNER PROGRAM AGREEMENT

This Affiliate Program Agreement (the "Agreement") is made and effective on _____ (DATE)

BETWEEN: **Oke Partners Limited** (the "Owner"), a corporation organized and existing under the laws of SAR of Hong Kong, with its head office located at:

52A Sha Tsui Road, 29/F U 01, 05, 06, 07 King Palace Plaza, Tsuen Wan, SAR of Hong Kong

AND: _____

[RECIPIENT NAME] (the "Recipient"), a corporation organized and existing under the laws of the SAR of Hong Kong, with its office located at:

[COMPLETE ADDRESS]

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

- a. The name of this affiliate program is the OKEAPP Affiliate Program (the "Affiliate Program").
- b. The Recipient represents and warrants to the Owner that the Recipient has read and understand the Privacy Policies and agree to the terms set forth therein.
- c. For purposes of this Agreement, the term "the Recipient" refers to the individual or legal entity who applies for and is accepted into the Affiliate Program. The term "the Owner" refers to the sponsor of the Affiliate Program. The term "the Owner's website" refers to the website that the Owner maintains at www.okepartners.com and its mobile phone App. The term "the Recipient's website" refers to the website on which the Recipient agrees to place a link to the Owner's website. "Merchandise" means all services, products, merchandise and stock that is offered by the Owner for sale through its website.

1. AFFILIATE PROGRAM REGISTRATION

To register for the Affiliate Program, the Recipient must complete and submit to the Owner an Affiliate Program Application Form. The Affiliate Program Application Form is included on the Owner's website/ mobile phone App and can be completed and submitted through its website/ App.

2. APPROVAL OR REJECTION OF AFFILIATE PROGRAM APPLICATION





The Owner reserves the right to approve or reject ANY Affiliate Program Application in its sole and absolute discretion. The Recipient will have no legal recourse against the Owner for the rejection of the Recipient Affiliate Program Application.

3. REASONS FOR REJECTION

Without limiting the right to reject any application for any reason whatsoever in the Owner's absolute discretion, the Recipient application will be rejected if it is non complete, if the Recipient's website contains images or content that is not acceptable to Owner or is inconsistent with the image that the Owner wishes to create in association with its website, or if the Recipient's website contains any illegal, immoral, repulsive, defamatory, derogatory, harassing, harmful, threatening, obscene, vulgar, pornographic, racial or ethnic objectionable materials, depicts sexual situations, promotes discrimination on the basis of race, sex, sexual preference, national origin, ethnicity, nationality, disability, religious preference, or if the Recipient's site contains any material that appears to Owner to violate any patent, trademark, copyright, trade secret, confidential information, or other property rights of any other party.

4. TERMINATION AFTER ACCEPTANCE

Even after the Owner has accepted the Recipient as an Affiliate Program member, the Owner reserves the absolute right to rescind or terminate the Recipient affiliate status for any reason in its sole and absolute discretion, including but not limited to the reasons set forth above.

5. FINANCIAL RESPONSIBILITIES

The Recipient will be fully responsible for all costs and expenses of maintaining and marketing the Affiliate Program, including but not limited to all costs associated with the creations, hosting, modification, and improvements to the Recipient's website, costs of search engine placement and other Internet marketing, costs of inserting the Owner's links into its website, offline marketing costs, postage costs, and all other costs and expenses, and the Recipient hereby holds the Owner harmless from or against the same.

6. NO REPRESENTATIONS REGARDING INCOME POTENTIAL

The Owner makes no representations and warranties regarding potential income that may result from participation in this Affiliate Program and specifically disclaims any and all warranties relative to earning potential from the Recipient affiliate status.

7. RESPONSIBILITY TO LINK TO THE OWNER'S SITE

- a. As a Program Affiliate, the Recipient will have the obligations to place links on its site directing users to the Owner's site via distributing their QR Code to as many people as possible. The Owner will make available to the Recipient QR Code, button links, text links, and banner advertisements to be placed on the Recipient's website which will direct users to Owner's website via hypertext link. As a Program Affiliate, the Recipient is given a limited term license, during the term of the Recipient active participation as a Program Affiliate, to utilize the Owner's logo images provided to the Recipient on the website that the Recipient designates in the Recipient Affiliate Program Application.
- b. The Owner makes available to its Affiliates, QR Codes, links, banners, and other information advertising its site to be used subject to the terms of this Agreement. These materials will contain





its trademarks and other proprietary property. The Recipient may display these materials on the Recipient's website for the purpose of promoting the Owner's site and participating in this Affiliate Program. If the Recipient discontinues the Affiliate Program or if the Recipient participation is terminated for any reason, the Recipient will immediately cease using these materials and will delete all such materials from its website and from its computer. The Recipient must obtain the Owner approval of all links to the Owner's site that the Recipient place on its website. The Recipient will cooperate with the Owner in the establishment and placement of links on the Recipient's website.

- c. The Recipient will only be permitted to use the links and QR Codes that the Owner provided to the Recipient on the website or App that the Recipient designate in the Affiliate Program. Any additional websites or entities will require additional submissions of Affiliate Program Applications and approval by the Owner.
- d. The Recipient will not modify the links or other materials that the Owner provided to the Recipient or the placement of the links on the Recipient's page. The Recipient consent to the Owner monitoring the Recipient's website to determine continued compliance with this Agreement.
- e. The Recipient consent to the Owner including information relative to traffic from the Recipient's site in the Owner reports. This information may be provided to outside parties.
- f. The Recipient may not place links to the Owner's website or website content in newsgroups, message boards, unsolicited email and other types of spam, banner networks, counters, chat rooms, guest books, IRC channels or through similar Internet resources.

8. ANTI-SPAM POLICY

The Owner strictly forbid the use of unsolicited commercial email (UCE) or SPAM campaigns. The Owner maintain a Zero-Tolerance policy against SPAM, be it direct, third party or any affiliate (Recipient) or similar agent acting on the Recipient's behalf. As such, the Owner reserves the right to terminate any violating Recipient's account or any part thereof, without notice or compensation.

Any Recipient's found to be involved in a SPAM/UCE campaign, including flooding newsgroups, distributing messages to recipients that do not want the information or any other abuse contravening UCE legislation will be met as follows:

- a. The Recipient's account will be closed immediately, without burden of notice or compensation.
- b. A US\$500.00 administration fee will be incurred against the offending Recipient.
- c. Our Privacy Policy becomes forfeit, and all pertinent information will be provided to any investigating authorities or anti-Spam organizations.
- d. The Recipient will be held accountable for any monetary damages suffered by the Owner, sustained through contravention of this Affiliate Program Agreement. This will include, but not limit to punitive damages related to lost clients and brand deterioration.

9. CUSTOMER SERVICE

- a. The Owner will be responsible for handling all customer inquiries, product orders, customer billing and collection, product shipment relative to customers that enter the Owner's site through the links from the Recipient's site. Pricing of the Owner products and services is totally within its discretion and the Owner reserves the right to change the pricing structure, terminate any special





offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advanced notice to the Recipient or users accessing the Owner's site. The Owner's only responsibility to the Recipient in this regard is to track customer orders that occur through links from the Recipient's website and make reports to the Recipient of the commissions due to the Recipient as a result thereof. All such reports shall be un-audited. The Owner will have no obligation to provide the Recipient with any specific information relative to any customer, regardless of whether they access the Owner's site through the link from the Recipient's site.

- b. The Owner is not responsible for the failure to assign any sale or commissions to the Recipient if the same results from the improper formatting of the link from the Recipient's website. The Recipient should assure at all times that the link is appropriately formatted and report any problems that the Recipient may have with the same to the Owner immediately.

10. COMPENSATION

- a. Commissions will be paid to the Recipient based upon a percentage of sales made to users who access the Owner's site/ App through the Recipient's site or Distribution of the QR Code. Commissions will be calculated based upon the gross sales price, but not including any shipping and handling, sales tax, special service fees such as gift wrapping or packaging, late charges, collection costs, imports/export duties, and any other payment made to the Owner that is not the purchase price for the product that is purchased. Commissions will not be calculated based upon amounts that are attributable to credit card fraud, credits given to customers, bad debt write-off and returned goods. The Owner reserve the right to deduct in subsequent months for any commission that the Owner paid that is for a product that is subsequently returned or refunded, or for any other reason if the previous monthly commission was overpaid or later subject to reduction.
- b. The percentages to be paid as commissions hereunder are currently as set forth in Schedule A at the end of this Agreement. The Owner reserves the right to change and amend the commission rate structure at any time, in the Owner's sole discretion.
- c. Commissions will only be paid on sales that are tracked through the Owner's online tracking system and indicate the Recipient's website's link or their QR Code as the source. There is no right to commissions if a user later returns to the Owner's site and makes a purchase through another link or source other than through the Recipient's website or QR Code. The Recipient has no right to commissions based upon subsequent sales, even if the customer first arrived at the Owner's site through the link from the Recipient's site. Commissions will only be tracked and paid when the user makes a purchase on the same visit that the user visits the Owner's site from the link to its site on the Recipient's site.
- d. The Owner will pay commission only upon collection by the Owner. The Recipient has no right to commissions until the applicable customer has paid the Owner in full. Only purchases that are made through the Owner's online ordering process will count towards commission calculations. For example, if a customer visits the Owner's website through the link from the Recipient's website and instead of placing an online order calls and places an order via telephone, the Recipient will have no right to any commission from that sale.
- e. Commissions will be paid to the Recipient on a monthly basis on or about the last working day of the subsequent month for amounts received by the Owner during the previous month. The Owner does not guarantee an exact date of calculation of commissions or payments. All payments will be made via company check or bank transfer sent to the address that the Recipient supplied in the Affiliate Program Application. The Owner does not send payment if the total commission due





to the Recipient is not at least HKD 1,000.00. Amounts below HKD 999.99 will accrue to the Recipient account and payment will be made for the month when the Recipient's total commissions achieve the minimum HKD 1,000.00. The Owner reserves the right to amend the minimum commission payment amount at any time.

11. CUSTOMERS' PROVENANCE

All parties who make purchases through the Owner's website/ mobile phone App, regardless of whether they may have reached its website through the link from the Recipient's website, are deemed to be the Owner's customers and not the Recipient's customers relative to the Owner's products and services. The Owner will have the right to contact these customers and send future marketing offers to them. The Recipient will have no right to commissions on subsequent purchases that may be made by these customers, except for subsequent purchases that may be traced at the time of purchase through a link from the Recipient's website or QR Code. Additionally, all such customers and purchases will be subject to the Owner policies, procedures, rules and regulations and the Recipient has no right or authority to amend or offer any different offers relative to the purchase of products from the Owner's website/ mobile phone App. The Owner however, reserves the right to amend any of its terms, conditions, policies, procedures, pricing, payment policies, collection policies, and all other items relative to the Owner's business and sale of products at any time in its sole discretion.

12. TRADEMARKS AND COPYRIGHTS

- a. The Recipient will have a non-exclusive, limited term license to use the trademarks, logos, and copyrighted material that the Owner provided to the Recipient for use solely on the home page/ mobile phone App that the Recipient designate in the Recipient Affiliate Program Application. The Recipient may only use the images that the Owner specifically makes available to the Owner Affiliate Members at the area of its website that is specifically designated as approved images for Affiliate Program Members. The Recipient may not distribute, reproduce, modify, amend, these images in any way. The Recipient may use these images only for the purposes of promoting the Owner's website and products on the Recipient's website in compliance with the Affiliate Program policies and procedures and the terms of this Agreement. The license so granted is subject to complete compliance with all terms and conditions of this Agreement and any policies the Owner may create and amend from time to time regarding the Affiliate Program.
- b. The Recipient will only use such items in the form, size, content, and appearance that the Owner provided them to the Recipient. The Recipient is not permitted to modify them. The Recipient agrees to display these items prominently on its website. These items may only be used in if they contain a hypertext link to the Owner's website/ mobile phone App. This license shall immediately terminate upon the termination from the Affiliate Program. The Owner may also terminate this license upon notice to the Recipient in the event that the Recipient's use of these items is contrary to or does not conform with its standards, such standards to be determined in its sole and absolute discretion. The Recipient agrees that the Owner retains all right, title and interest in and to all such materials. The Owner will retain all goodwill and other value associated with any of these materials. The Recipient will not gain any trademark, copyright or other proprietary rights to such materials. The Recipient agrees not to take any action that is contrary to or inconsistent with the Owner rights to these materials. The Recipient will not use these materials in any way that is damaging, defamatory, disparaging, derogatory, or negative to the Owner or that paints the Owner in a false or negative light. The Owner may revoke the limited license granted hereunder at any time in writing to the Recipient. Upon termination or revocation, the Recipient will immediately cease from any use this material.





- c. The Recipient is not permitted to use any other proprietary materials, including but not limited to trademarks, copyrights, logos, text, and any other materials that belong to the Owner or to any other party and which may appear on the Owner's website.
- d. The Recipient grants to the Owner a non-exclusive right and license to use the Recipient's trademarks, trade names, service marks, business names, web page titles, slogans, logos, and copyrighted materials for the purposes of promoting, advertising, announcing, or marketing the Recipient participation in the Owner Affiliate Program. The Recipient represents and warrants to the Owner that no other party has any rights in and to any of these materials and that these materials do not infringe upon or otherwise interfere with the rights of any other party. The Recipient represents and warrants to be the absolute, sole and exclusive owner of all such materials and the owner of all trademark rights, copyrights, and other proprietary rights in and to the same. The Recipient represents to have the right, power, and authority to license said materials to the Owner as aforesaid and that the Recipient is not under any legal or contractually limitation on the right to so license these materials. The Owner has no obligation to announce, advertise, market, or promote the Recipient participation in the Owner Affiliate Program, but reserves the right to do the same at its sole discretion.

13. PRODUCT AVAILABILITY

The Owner cannot guarantee product availability or the term of any price or special promotion or offer.

14. RESPONSIBILITIES

The Recipient is responsible for all matters pertaining to the Recipient own website including its development, maintenance, operation and placing links on the Recipient's site in compliance with the terms of the Affiliate Program. The Recipient is completely responsible for all items that appear on its site and for assuring that such items do not infringe upon or violate the rights of any other party. The Owner is not responsible for any matter pertaining to the Recipient's site or the content thereof and the Recipient holds the Owner harmless and indemnifies the Owner from any and all claims, suits, threats, demands, liabilities, actions, causes of action related in any way to the Recipient's website and business. Such indemnity includes the Owner costs and attorney fees in defending any such matter. The Recipient represents and warrants to the Owner that its site does not and will not contain any materials that are illegal and that the Recipient's site is not operated for an illegal purpose or in an illegal manner.

15. REPRESENTATIONS AND WARRANTIES

The Recipient hereby represents and warrants to the Owner to have the complete power and authority to enter into this Agreement and that this Agreement constitutes a valid and legally enforceable agreement. The entry of this Agreement has been duly and validly authorized by all necessary corporate or other organizational actions and approvals. The Recipient's entry of this Agreement is not prohibited by the terms of any document, is not contrary to any law, rule or regulations, and is not in violation of any court or administrative order.

16. TERM

The effectiveness of this Agreement shall not commence until the Recipient Affiliate Program Application is accepted by the Owner. The effectiveness hereof and binding effect shall occur upon the Owner acceptance of the Recipient Affiliate Program Application. This Agreement shall remain in full force and effect until terminated by the Recipient or by the Owner. Either the Owner or the Recipient may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination in





compliance with this Agreement. Notices sent hereunder shall be via Email to the Recipient at the Email address indicated in the Recipient Affiliate Program Application. Any and all notices to the Recipient via Email at such address shall be deemed to be effective notice to the Recipient for all purposes.

17. TERMINATION

The Recipient will forfeit all right to receive past commissions that may have accrued to the Recipient if this Agreement is terminated as a result of the Recipient failure to comply with the terms of this Agreement or any policies and procedures of Affiliate Program that may be established and amended by the Owner in its discretion from time to time. If this Agreement is terminated for any other reason, the Recipient will have a right to receive its accrued commissions through the effective date of termination; provided, that if the Recipient total commissions due hereunder do not exceed HKD 999.99, such accrued commission shall be forfeited. The Owner has the right to withhold final commission payments for sufficient time in order to assure that the amount paid to the Recipient is accurate and not subject to later adjustment for returns or any other reason. If following final payment the Owner determines that the amount of commissions that the Recipient were paid was too high, as a result of subsequent returns or any other adjustment or reason, the differential shall be a debt from the Recipient to the Owner and the Owner shall have all legal right to receive a refund of such overpaid commission from the Recipient.

18. MODIFICATIONS

The Owner reserves the right in its sole and absolute discretion, to modify any terms and conditions of the Affiliate Program and the terms and conditions of this Agreement upon notice to the Recipient. Notice of any changes may be given via Email to the Recipient or by posting such changes in the Affiliate Program sections of the Owner's website. Such changes and modifications will take effect upon transmission of Email or posting on the Owner's website. The Recipient may terminate participation in the Affiliate Program in the event that any of these modifications are unacceptable to the Recipient and such termination shall be the Recipient sole and exclusive remedy. In the event that the Recipient continues to participate in the Affiliate Program following such modifications, the Recipient will be deemed by the Recipient continued participation to accept any and all such changes.

19. LIABILITIES

- a. THE OWNER HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY RELATED TO ANY DOWNTIME OR FAILURE FOR USERS TO BE ABLE TO ACCESS ITS WEBSITE/ MOBILE PHONE APP OR TO ACCESS ITS WEBSITE USING THE LINK FROM THE RECIPIENT'S WEBSITE. FURTHERMORE, THE OWNER SHALL NOT BE RESPONSIBLE FOR AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATED TO ITS WEBSITE, THE AFFILIATE PROGRAM, THE RECIPIENT PARTICIPATION IN THE AFFILIATE PROGRAM, THE RECIPIENT ABILITY TO MAKE ANY COMMISSIONS OR OTHERWISE PROFIT THROUGH PARTICIPATION IN THIS AFFILIATE PROGRAM, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY, NON-INFRINGEMENT, OR ANY CLAIM MADE BASED UPON THE OWNER'S COURSE OF DEALING OR USAGE OF TRADE. THE OWNER DOES NOT REPRESENT OR WARRANT THAT ITS WEBSITE OR ANY APPLICATION, INCLUDING BUT NOT LIMITED TO ITS LINK TRACKING FEATURES, WILL BE ERROR FREE OR THAT THEY WILL FUNCTION WITHOUT INTERRUPTION.
- b. THE OWNER SHALL NOT BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES OR LIABILITIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, LOSS PROFITS, LOST BUSINESS OPPORTUNITY OR ANY OTHER DAMAGES; REGARDLESS OF WHETHER THE OWNER





WAS OR HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND TOOK NO ACTION TO PREVENT THE SAME.

- c. Without limiting the forgoing, the Owner total liability for any damages arising hereunder shall never exceed the total commissions paid and payable by the Owner pursuant to the terms hereof.

20. CONFIDENTIALITY

In the event that any information is disclosed to the Recipient through the Recipient participation in the Affiliate Program related in any way to the Owner company and business which the Owner deem to be confidential and proprietary, the Recipient agrees to hold such information in the strictest of confidence and not to disclose such information to any other party or to use any such information for the Recipient own purposes. Confidential information will include any information regarding the Owner changes or modifications to this Agreement or this Affiliate Program (which the Owner shall have no obligation to make) or any special treatment that the Recipient may receive (which the Owner reserves the right to provide in its sole discretion to any affiliate). Confidential information shall also include any and all information related to the Owner's business, business plans, marketing plans, user statistics, financial information, pricing, profits, membership information, affiliations, sales information, and all other information which the Owner considers to be confidential and proprietary.

21. INDEMNIFICATION

The Recipient hereby indemnifies and holds the Owner, and all of the Owner stockholders, officers, directors, employees, contractors, affiliates, agents, successors and assigns harmless from and against any and all claims, liabilities, damages, actions, causes of action, suits, threats, demands, settlements, including all costs and attorney fees related thereto, that the Owner may incur and which are based in whole or in part upon the Recipient participation in the Affiliate Program, any claims that any of the Recipient trademarks and other proprietary material infringe upon the rights of any other party, the Recipient breach of any term, covenants, condition, representation or warranty contained in this Agreement or any policies of participation in the Affiliate Program, or any claim related directly or indirectly to the Recipient use, operation or the content of the Recipient's website.

22. GOVERNING LAW

This Agreement shall be interpreted under the laws of the SAR of Hong Kong. Any and all legal actions relative hereto shall be in the courts of the SAR of Hong Kong.

23. RELATIONSHIP OF THE PARTIES

The parties hereto are independent contractors and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint venturers, shareholders, employer/employee, agent/servant. The Recipient has no power or authority to bind the Owner to any obligation, agreement, debt or liability. The Recipient shall not hold itself out as an agent or representative of the Owner.

24. NOTICES

Notices to the Owner shall be by certified mail, return receipt requested addressed to the address contained in this Agreement, or such other address that the Owner provide notice of to the Recipient via Email or by posting the same on the Affiliates section of the Owner website. Notices to the Recipient shall





be by Email addressed to the Email address that the Recipient provided to the Owner in the Recipient Affiliate Program Application or by posting such notices on the Affiliate section of the Owner’s website. It shall be the Recipient responsibility to check the Affiliate section of the Owner website periodically to monitor all notices set forth thereon.

25. ASSIGNMENT

This Agreement is only for the benefit of the party that the Recipient list in the Affiliate Program Application. The Recipient shall have not right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

26. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supercedes any and all prior discussions, understandings, agreements, representations, warranties or covenants between the parties related to the subject matter hereof. This Agreement may only be amended by a writing signed by the authorized representative of each of the parties, except as otherwise set forth herein. Any waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent or other breach or default and shall not serve to modify the agreements set forth herein.

If any provision or term of this Agreement is held to be invalid for any reason, it shall not effect the enforceability of the remainder of this Agreement or any other term or condition of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Oke Partners Limited

RECIPIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title





SCHEDULE A

COMMISSION RATE STRUCTURE FOR OKEPARTNER

We will consider you as the OkePartner (Recipient). The responsibility of the OkePartner is to extend their invitation to as many OkeApp members as possible. OkePartners will be the people that provide their QR code to OkeMembers and provide all OkeMembers with updated deals.

OkePartner:

For every deal done through the OkeApp the Recipient will get 5% of the transaction

PAYOUT:

The Owner will do a payout for the commissions to the Recipient every two weeks. The payment will be sent via the OkePay Visa debit card that will be issued to each OkePartner





OKEAPP PARTNER計劃協議

本聯盟計劃協議（「協議」）於2021年__月__日

由： Oke Partners Limited（「擁有人」），一家根據香港特別行政區法律組建並存續
的 公司，其總部位於：

新界荃灣沙咀道52A號皇廷廣場29字樓01, 05, 06, 07室

與： 「接受人名稱」（「接受人」），一家根據香港特別行政區法律組建並存續的公
司，其辦公地址位於：

[完整地址]

簽訂並生效。

鑒於本協議的條款及契諾，以及其他有價值代價，雙方達成協議如下：

序言

- a. 本聯盟計劃的名稱為 OKEAPP 聯盟計劃（「聯盟計劃」）。
- b. 「接受人」向「擁有人」陳述並保證，「接受人」已閱讀並理解私隱政策，並同意私隱政策中所載的條款。
- c. 就本協議之目的而言，「接受人」是指申請並被接受加入聯盟計劃的個人或法律實體。「擁有人」是指聯盟計劃的主辦方。「擁有人網站」是指「擁有人」在www.okepartners.com 維護的網站及其手機應用程式。「接受人網站」是指「接受人」同意放置指向「擁有人」網站連結的網站。「商品」是指「擁有人」經其網站銷售的所有服務、產品、商品及庫存。





1. 註冊聯盟計劃

要註冊聯盟計劃，「接受人」必須填寫並向「擁有人」提交一份聯盟計劃申請表。聯盟計劃申請表包含在「擁有人」的網站 / 手機應用程式中，可以通過「擁有人」的網站 / 手機應用程式填寫並提交。

2. 批准或拒絕聯盟計劃申請

「擁有人」保留權利，以其獨有及絕對酌情決定權批准或拒絕任何聯盟計劃申請。對於「接受人聯盟計劃申請」被拒絕，「接受人」將對「擁有人」無任何法律追索權。

3. 拒絕理由

在不限制「擁有人」以其絕對酌情決定權為任何理由拒絕任何申請的情況下，如果「接受人」的申請不完整，如果「接受人」的網站包含「擁有人」無法接受的圖像或內容，或與「擁有人」希望通過其網站創建的形像不一致，或者如果「接受人」的網站包含任何非法、不道德、令人厭惡、誹謗、貶損、騷擾、有害、威脅、淫穢、低俗、色情、種族或民族反感的材料，描繪性行為情景，宣揚基於種族、性別、性偏好、民族血統、種族、國籍、殘疾、宗教偏好的歧視，或者如果「接受人」的網站包含「擁有人」認為侵犯了任何其他方的任何專利、商標、版權、商業秘密、保密資訊或其他財產權利，則「接受人」的申請將被拒絕。

4. 接受後的終止

即使在「擁有人」接受「接受人」為聯盟計劃成員後，「擁有人」仍保留絕對權利，以其獨有及絕對酌情決定權以任何理由（包括但不限於上述原因）解除或終止「接受人」的聯盟夥伴資格。

5. 財務責任

「接受人」將完全負責維護及營銷聯盟計劃的所有費用及支出，包括但不限於與創建、托管、修改及改進「接受人」網站相關的所有費用，搜索引擎放置及其他互聯網營銷的費用，將「擁有人」連結加入其網站





的費用，線下營銷費用，郵資成本，以及所有其他費用及支出，並且「接受人」在此保證「擁有人」不受該等費用及支出的損害。

6. 沒有關於收入潛力的陳述

對於參與本聯盟計劃可能產生的潛在收入，「擁有人」未作出任何陳述及保證，並明確拒絕承認「接受人」聯盟夥伴身份中與收入潛力有關的任何及所有保證。

7. 與「擁有人」網站連結的責任

- a. 作為聯盟計劃夥伴，「接受人」有義務在其網站上放置連結，通過向盡可能多的人分發二維碼的方式引導用戶訪問「擁有人」的網站。「擁有人」將向「接受人」提供擬放置在其網站上的二維碼、按鈕連結、文本連結及橫幅廣告，該網站將通過超文本連結將用戶引向「擁有人」的網站。作為聯盟計劃夥伴，在「接受人」作為聯盟計劃夥伴積極參與期間，「接受人」被授予有限期限的許可，在「接受人聯盟計劃申請」中「接受人」指定的網站上，使用提供給「接受人」的「擁有人」徽標圖像。
- b. 根據本協議的條款，「擁有人」向其聯盟夥伴提供宣傳其網站使用的二維碼、連結、橫幅及其他資訊。該等材料將包含其商標及其他專有財產。為了宣傳「擁有人」的網站及參與本聯盟計劃，「接受人」可在其網站上展示該等材料。如果「接受人」終止聯盟計劃或因任何原因終止參與，「接受人」將立即停止使用該等材料，並將從其網站及電腦上刪除所有該等材料。「接受人」必須獲得「擁有人」對其網站上所有指向「擁有人」網站的連結的批准。「接受人」將與「擁有人」合作，在「接受人」的網站上建立及放置連結。
- c. 「接受人」將僅被允許在其「聯盟計劃申請」中指定的網站或應用程式上使用由「擁有人」提供給「接受人」的連結及二維碼。任何額外的網站或實體將需要提交額外的「聯盟計劃申請」，並經「擁有人」批准。
- d. 「接受人」不得修改「擁有人」提供給「接受人」的連結或其他材料，也不得修改連結在「接受人」頁面上的放置。「接受人」同意「擁有人」監控「接受人」網站以確定其是否繼續遵守本協議。
- e. 「接受人」同意「擁有人」將「接受人」網站流量的資訊納入「擁有人」報告中。該資訊可提供給外部人士。





- f. 「接受人」不得在新聞組、留言板、自來電子郵件及其他類型的垃圾郵件、橫幅網絡、計數器、聊天室、留言簿、IRC頻道或類似的互聯網資源中放置指向「擁有人」網站或網站內容的連結。

8. 反垃圾郵件政策

「擁有人」嚴格禁止使用自來促銷電子郵件 (Unsolicited Commercial Email:UCE) 或垃圾郵件活動。對於垃圾郵件，無論是直接、第三方還是代表「接受人」行事的任何聯盟夥伴 (「接受人」) 或類似代理，「擁有人」均維持零容忍政策。因此，「擁有人」保留權利終止任何違反的「接受人」賬戶或其任何部分，而無需通知或補償。

如果任何「接受人」被發現參與垃圾郵件 / UCE 活動，包括轟炸新聞組、將消息分發給不想要該資訊的收件人或任何其他違反 UCE 法規的濫用行為，將按以下方式處理：

- a. 「接受人」的賬戶將立即被關閉，而無需通知或補償。
- b. 違反規定的「接受人」將承擔 500.00 美元的管理費。
- c. 我們的私隱政策將會失效，且所有相關資訊將被提供給任何調查機關或反垃圾郵件組織。
- d. 「接受人」將對因違反本聯盟計劃協議而使「擁有人」遭受的任何金錢損失承擔責任。這將包括但不限於與失去客戶及品牌劣化相關的懲罰性賠償。

9. 客戶服務

- a. 對於通過「接受人」網站的連結進入「擁有人」網站的客戶，「擁有人」將負責處理所有與客戶相關的客戶諮詢、產品訂單、客戶賬單及收款、產品發貨。「擁有人」產品及服務的定價完全由其自行決定，「擁有人」保留在不提前通知「接受人」或訪問「擁有人」網站的用戶的情況下隨時改變定價結構、終止任何特別優惠、停止產品或服務或更改產品或服務的條款的權利。在這方面，「擁有人」對「接受人」的唯一責任是通過「接受人」網站的連結跟踪客戶訂單，並向「接受人」報告由此產生的佣金。所有該等報告均未經審計。無論客戶是否通過「接受人」網站的連結進入「擁有人」網站，「擁有人」均無義務向「接受人」提供與任何客戶相關的任何具體資訊。





- b. 如果由於「接受人」網站的連結格式不當而導致未能向「接受人」分配任何銷售或佣金，則對於未能向「接受人」分配該等銷售或佣金，「擁有人」不承擔任何責任。「接受人」應始終確保連結格式適當，並立即向「擁有人」報告「接受人」在連結方面可能存在的任何問題。

10. 報酬

- a. 佣金將根據通過「接受人」網站或二維碼分發而訪問「擁有人」網站 / 應用程式的用戶的銷售額的一定比例支付給「接受人」。佣金將根據總銷售額計算，但不包括任何運費及裝卸費、銷售稅、禮品包裝或包裝等特殊服務費、滯納金、托收費用、進出口關稅，以及任何其他支付給「擁有人」的不是所購產品購買價格的款項。佣金將不基於可歸因於信用卡欺詐、向客戶提供的信貸、壞賬註銷及退貨的金額計算。對於「擁有人」為隨後退回或退款的產品所支付的任何佣金，或者由於任何其他原因，如果先前的每月佣金超額支付的或以後可能需要減少的，「擁有人」保留在隨後的月份扣除的權利。
- b. 本協議項下作為佣金支付的百分比目前在本協議結尾的附表 A 中規定。「擁有人」保留權利，在任何時候根據其獨有酌情決定權更改及修改佣金率結構。
- c. 佣金將僅在通過「擁有人」的在線跟蹤系統進行跟蹤並表明「接受人」的網站連結或其二維碼為來源的銷售時支付。如果用戶稍後返回「擁有人」的網站並通過其他連結或來源而非通過「接受人」的網站或二維碼進行購買，則無權收取佣金。即使客戶是通過來自「接受人」的網站的連結首次到達「擁有人」的網站，「接受人」也無權根據後續銷售情況獲得佣金。只有當用戶從「接受人」網站上指向「擁有人」網站的連結訪問「擁有人」網站的同一次訪問時進行購買的東西，才會跟蹤並支付佣金。
- d. 只有在「擁有人」收取款項後，「擁有人」才會支付佣金。在相關客戶向「擁有人」全額付款之前，「接受人」無權收取佣金。只有通過「擁有人」的在線訂購流程進行的購買才會計入佣金計算。例如，如果客戶通過「接受人」的網站連結訪問「擁有人」的網站，而不是通過在線訂購電話及電話訂購，「接受人」無權從該銷售中獲得任何佣金。
- e. 「擁有人」在上一個月收到的款項，將按月在下一個月的最後一個工作日左右向「接受人」支付佣金。「擁有人」不保證佣金或付款的確切計算日期。所有付款將通過公司支票或銀行轉帳支付，發送至「接受人」在「聯盟計劃申請」中提供的地址。如果應付給「接受人」的佣金總額低於 1,000.00 港元，則「擁有人」不予支付。低於 999.99 港元的款項將累積到「接受人」的賬戶，在「接受人」的佣金總額達到最低 1,000.00 港元的當月支付。「擁有人」保留隨時修改最低佣金支付金額的權利。





11. 客戶來源

通過「擁有人」的網站 / 手機應用程式進行購買的所有各方，無論其是否通過「接受人」的網站連結到達「擁有人」的網站，均被視為「擁有人」的客戶，而非「接受人」的客戶。「擁有人」有權聯繫該等客戶，並向其發送未來的營銷要約。「接受人」無權就該等客戶可能進行的後續購買收取佣金，但通過「接受人」網站或二維碼的連結可在購買時追蹤的後續購買除外。此外，所有該等客戶及購買將受限於「擁有人」的政策、程序、規則及法規，且「接受人」無權修改或提供與從「擁有人」的網站 / 手機應用程式購買產品有關的任何不同要約。但是，「擁有人」保留權利，隨時以其獨有及酌情決定權修改其任何條款、條件、政策、程序、定價、付款政策、收款政策以及與「擁有人」業務及產品銷售有關的所有其他事項。

12. 商標及版權

- a. 「接受人」將擁有一項非專用的、有期限的許可，以使用「擁有人」提供給「接受人」的、僅用於「接受人聯盟計劃申請」中指定的主頁 / 手機應用程式的商標、標識及受版權保護的材料。「接受人」僅可使用「擁有人」在其網站上專門指定為「聯盟計劃成員」批准圖像的區域內向「擁有人聯盟夥伴成員」提供的圖像。「接受人」不得以任何方式分發、複製、修改、修訂該等圖像。「接受人」只能根據聯盟計劃政策和程序以及本協議的條款，在「接受人」的網站上使用該等圖像宣傳「擁有人」的網站及產品。如此授予的許可受限於完全遵守本協議的所有條款及條件以及「擁有人」可能不時制定及修改的關於聯盟計劃的任何政策。
- b. 「接受人」僅可按照「擁有人」提供給「接受人」的形式、尺寸、內容及外觀使用該等東西。「接受人」不得修改該等東西。「接受人」同意在其網站上顯著位置展示該等東西。該等東西僅可在包含指向「擁有人」網站 / 手機應用程式的超文本連結的情況下使用。當聯盟計劃終止時，本許可應立即終止。如果「接受人」對該等東西的使用與其標準相違背或不符合，「擁有人」也可通知「接受人」終止本許可，該等標準由「接受人」的獨有及絕對酌情決定權決定。「接受人」同意，「擁有人」保留對所有該等材料的所有權利、權屬及利益。「擁有人」將保留與任何該等材料相關的所有商譽及其他價值。「接受人」不會獲得對該等材料的任何商標、版權或其他專有權利。「接受人」同意，不採取與「擁有人」對該等材料的權利相反或不一致的任何行動。「接受人」不得以對「擁有人」有損害、誹謗、詆毀、貶損或負面影響的任何方式使用該等材料，或以虛假或負面的方式描繪「擁有人」。「擁有人」可隨時以書面形式向「接受人」撤銷本協議項下授予的有限許可。一旦終止或撤銷，「接受人」將立即停止對該等材料的任何使用。





- c. 「接受人」不得使用任何其他專有材料，包括但不限於屬「擁有人」或任何其他方且可能出現在「擁有人」網站上的商標、版權、標識、文字及任何其他材料。
- d. 「接受人」授予「擁有人」一項非專用的權利及許可，以使用「接受人」的商標、商號、服務標記、企業名稱、網頁標題、標語、標識及受版權保護的材料，用於推廣、廣告、宣布或營銷「接受人」參與「擁有人聯盟計劃」。「接受人」向「擁有人」陳述並保證，任何其他方對該等材料不享有任何權利，並且該等材料未侵犯或以其他方式干擾任何其他方的權利。「接受人」陳述並保證，其為所有該等材料的絕對、唯一及專用所有人，並且為所有該等材料的商標權、著作權及其他專有權利的擁有人。「接受人」陳述，其擁有權利、權力及權限如上所述許可「擁有人」使用該等材料，且「接受人」對該等材料許可的權利不受任何法律或合約限制。「擁有人」無義務宣布、廣告、營銷或推廣「接受人」參與「擁有人聯盟計劃」，但保留權利，以其獨有酌情決定權採取上述行動。

13. 產品供貨情況

「擁有人」不能保證產品供貨情況或任何價格或特別促銷或優惠的期限。

14. 職責

「接受人」負責與「接受人」自己的網站有關的所有事項，包括在遵守聯盟計劃條款的情況下開發、維護、運營及在「接受人」的網站上放置連結。「接受人」對出現在其網站上的所有物品承擔完全責任，並保證該等物品不侵犯或違反任何其他方的權利。「擁有人」不對與「接受人」網站或其內容有關的任何事宜負責，而且對於以任何方式與「接受人」的網站和業務相關的任何及所有申索、訴訟、威脅、要求、責任、訴訟、訴訟原因，「接受人」應使「擁有人」免受損害並對其進行彌償。該等彌償包括「擁有人」在對任何該等事項進行抗辯時的費用及律師費。「接受人」向「擁有人」陳述並保證，其網站目前及將來均不包含任何非法材料，且「接受人」的網站未用於非法目的或以非法方式運營。

15. 陳述及保證

「接受人」在此向「擁有人」陳述並保證，其擁有簽訂本協議的完全權力及權限，且本協議構成一份有效且具有法律強制執行效力的協議。本協議的簽訂已獲得所有必要的公司或其他機構行動及批准的正式及有效授權。「接受人」對本協議的簽署不受任何文件條款的禁止，不與任何法律、規則或規例相抵觸，不違反任何法院或行政命令。





16. 期限

本協議應在「接受人聯盟計劃」申請被「擁有人」接受後生效。本協議在「擁有人」接受「接受人聯盟計劃申請」時生效並具有約束力。在「接受人」或「擁有人」終止本協議之前，本協議應持續完全有效。

「擁有人」或「接受人」均可隨時根據本協議向另一方發出書面終止通知，因故或無故終止本協議。本協議項下發出的通知應按照「接受人聯盟計劃申請」中註明的電子郵件地址通過電子郵件發送給「接受人」。在該地址通過電子郵件向「接受人」發出的任何及所有通知應被視為向「接受人」發出的有效通知。

17. 終止

如果由於「接受人」未能遵守本協議的條款或未能遵守「擁有人」可能不時自行制定及修改的聯盟計劃的任何政策及程序而導致本協議終止，則「接受人」將喪失收取過去可能已累計給「接受人」的佣金的所有權利。如果本協議因任何其他原因終止，「接受人」將有權收取其截至終止生效日已累計的佣金，但前提是，如果「接受人」在本協議項下應得的佣金總額不超過 999.99 港元，則應放棄該等已累計的佣金。「擁有人」有權在足夠的時間內扣留最終佣金，以確保支付給「接受人」的金額準確無誤，且不會因退貨或任何其他原因而進行調整。如果在最終付款後，由於後續退貨或任何其他調整或原因，「擁有人」確定向「接受人」支付的佣金金額過高，則差額應為「接受人」欠「擁有人」的債務，且「擁有人」有權要求「接受人」退還該等超額支付的佣金。

18. 修改

經通知「接受人」，「擁有人」保留權利，以其獨有及絕對酌情決定權修改聯盟計劃的任何條款及條件以及本協議的條款及條件。任何變更通知可通過電子郵件向「接受人」發出，或通過在「擁有人」網站的聯盟計劃欄目中張貼該等變更通知。該等變更及修改將在發送電子郵件或在「擁有人」網站上張貼時生效。如果「接受人」不能接受任何該等修改，且終止對聯盟計劃的參與為「接受人」唯一且獨有的濟助，則「接受人」有權終止對聯盟計劃的參與。如果「接受人」在該等修改後繼續參與聯盟計劃，「接受人」將被視為繼續參與、接受任何及所有該等變更。

19. 責任





- a. 「擁有人」對於用戶無法使用「接受人」網站的連結訪問其網站 / 手機應用程式或訪問其網站的任何停機或失敗，「擁有人」在此不承擔任何及所有與此相關的保證及責任。此外，對於有關其網站、聯盟計劃、「接受人」參與聯盟計劃、「接受人」通過參與本聯盟計劃獲得佣金或其他利潤的能力，包括但不限於關於適用於任何特定目的或可銷性、不侵權或基於「擁有人」的交易過程或行業習慣而提出的任何申索的任何及所有保證，「擁有人」在此不承擔任何責任並在此予以拒絕承認。「擁有人」不陳述或保證其網站或任何應用程式（包括但不限於其連結跟踪功能）將不出錯或將不會中斷運行。
- b. 「擁有人」對任何性質的直接或間接損害或責任不承擔責任，包括但不限於附帶的、後果性的、間接的或特殊的損害、損失利潤、喪失的商機或任何其他損害；無論「擁有人」是否被告知或已被告知發生該等情況的可能性，並且未採取任何行動防止發生該等情況。
- c. 在不限上述規定的前提下，「擁有人」對本協議項下產生的任何損害賠償承擔的總責任不得超過「擁有人」根據本協議條款已支付且應付的佣金總額。

20. 保密

如果「接受人」通過參與聯盟計劃而獲披露任何有關「擁有人」公司及業務的資訊，且「擁有人」認為該等資訊是保密的及專有的，則「接受人」同意對該等資訊進行最嚴格的保密，不向任何其他方披露該等資訊，也不將該等資訊用於「接受人」自己的用途。保密資訊將包括關於「擁有人」對本協議或本聯盟計劃的變更或修改的任何資訊（「擁有人」無義務作出的變更）或「接受人」可能獲得的任何特殊待遇（「擁有人」保留權利，以其獨有酌情決定權向任何聯盟夥伴提供該等待遇）。保密資訊還包括與「擁有人」的業務、業務計劃、營銷計劃、用戶統計、財務資訊、定價、利潤、成員資訊、關聯網絡、銷售資訊有關的任何及所有其他資訊，以及「擁有人」認為屬於保密及專有的所有其他資訊。

21. 彌償

對於「擁有人」可能招致的及全部或部分基於「接受人」參與聯盟計劃而可能發生的任何及所有申索、法律責任、損害賠償、訴訟、訴因、訴訟、威脅、要求、和解（包括與之相關的所有費用及律師費）、任何「接受人」商標及其他專有材料侵犯任何其他方權利的任何申索、「接受人」違反本協議中包含的任何條款、契諾、條件、陳述或保證或參與聯盟計劃的任何政策、或與「接受人」使用、運營或「接受人」網站內容直接或間接相關的任何申索，「接受人」在此向「擁有人」及所有「擁有人」股東、管理人員、董事、員工、承包商、聯盟夥伴、代理人、繼受人及受讓人作出彌償，並使其免受損害。





22. 適用法律

本協議應根據香港特別行政區的法律進行解釋。任何及所有與本協議有關的法律行動均應在香港特別行政區的法院進行。

23. 協議雙方的關係

協議雙方均為獨立訂約人，本協議的任何內容均不得被解釋為在獨立訂約人關係之外建立任何關係。協議雙方不應被解釋為合夥人、聯營者、股東、僱主 / 僱員、代理人 / 受僱人。「接受人」沒有權力或權限使「擁有人」受任何義務、協議、債務或法律責任的約束。「接受人」不得自稱為「擁有人」的代理人或代表。

24. 通知

對「擁有人」的通知應通過掛號郵件、要求回執的方式發送至本協議中載明的地址或「擁有人」通過電子郵件或通過在「擁有人」網站的「聯盟夥伴」欄目中張貼通知「接受人」的其他地址。對「接受人」的通知應通過電子郵件發送至「接受人聯盟計劃申請」中向「擁有人」提供的電子郵件地址或在「擁有人」網站的「聯盟夥伴」欄目中張貼該等通知。「接受人」有責任定期查看「擁有人」網站的「聯盟夥伴」欄目，以掌握在該欄目中載明的所有通知。

25. 轉讓

本協議僅為「聯盟計劃申請」中「接受人」所列出的一方的利益。「接受人」無權將本協議或本協議項下的任何利益或義務轉讓給任何其他方或法律實體。任何試圖轉讓的行為均無效。

26. 協議的完整性

本協議載明雙方就本協議主題事項達成的完整協議及諒解，並取代雙方之間就本協議主題事項有關的任何及所有先前的討論、諒解、協議、陳述、保證或契諾。除非本協議另有規定，本協議僅可通過每一方的授權代表簽署書面文件的方式進行修訂。對本協議項下的違約或不履行合約行為放棄追究的權利，並不構成對任何後續或其他違約或不履行合約行為放棄追究的權利，也不構成對本協議中載明的協議的修改。





如果本協議的任何規定或條款因任何原因被認定為無效，本協議其餘部分或本協議任何其他條款或條件的可執行性不受影響。

(本協議之中文版本僅供參考，文義如與英文版本有異，概以英文版本為準。)





附表 A

「OKEPARTNER」的佣金率結構

我們將視你為 OkePartner (「接受人」)。OkePartner 的責任是向盡可能多的人發出 OkeApp 會員邀請。OkePartners 將是向 Oke 會員提供二維碼，並向所有 Oke 會員提供更新的促銷優惠資訊的人。

OkePartner :

對於通過 OkeApp 應用程式進行的每一筆促銷優惠，「接受人」將獲得交易的 5%。

提現 :

「擁有人」將每兩周向「接受人」支付一筆佣金。付款將通過 OkePay Visa 扣賬卡發送給每名 OkePartner。

