

DataHawk

DataHawk Affiliate Program Terms & Conditions

Last Updated: Aug 26, 2025

OVERVIEW

Our affiliates are very important to us. We do our best to treat you with the fairness and respect you deserve. We simply ask the same consideration of you. We have written the following affiliate agreement with you in mind, as well as to protect our company's good name. So please bear with us as we take you through this legal formality.

If you have any questions, please don't hesitate to let us know. We are strong believers in straightforward and honest communication. For quickest results please email us at affiliates@datahawk.co

SUMMARY

1. Do not apply if your website promotes sexually explicit materials, violence, discrimination, and/or illegal activities.
2. We do not work with distributors of downloadable software, toolbars, browser helper objects, shopping assistance applications, etc.
3. You must comply with FTC's Endorsement Guidelines.
4. Fraud will be policed and penalized.
5. Spamming is prohibited.
6. Paid search campaigns containing our trademarks are prohibited.
7. Cybersquatting and typosquatting are prohibited.

AFFILIATE AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND DATAHAWK TECHNOLOGIES, A WHOLLY OWNED SUBSIDIARY OF WORLDEYE TECHNOLOGIES EUROPE (DBA DataHawk).

BY PARTICIPATING IN THE PROGRAM AND DRIVING SIGN UPS THROUGH YOUR CODE AND/OR LINK, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.



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1. Overview

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in DataHawk's Affiliate Program. The purpose of this Agreement is to allow affiliate traffic driven from your website/content to the DataHawk website. Please note that throughout this Agreement, "we," "us," and "our" refer to DataHawk, and "you," "your," and "yours" refer to the affiliate.

2. Affiliate Obligations

2.1.

To become a DataHawk affiliate, you will sign up for a free DataHawk account and find your affiliate code and link on PartnerStack. We may remove your ability to drive affiliate sign ups at our sole discretion. We may cancel your affiliate link and forfeit your commission if we determine that your traffic source or content is unsuitable for our Program, including but not limited to;

- 2.1.1. Promotes sexually explicit materials
- 2.1.2. Promotes violence
- 2.1.3. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- 2.1.4. Promotes illegal activities
- 2.1.5. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law
- 2.1.6. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.
- 2.1.7. Encourages referral traffic to take advantage of discounts reasonably attributable to system flaws, including but not limited to chatbot manipulation, coupon stacking, encouraging referrals to immediately cancel their subscription after signing up, encouraging all referral traffic to request better coupons codes
- 2.1.8. Takes advantage of "double-dipping", including but not limited to scenarios such as creating affiliate accounts to refer yourself and encouraging others to do the same
- 2.1.9. You may not create or design your website or any other website that you operate, explicitly



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or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are DataHawk or any other affiliated business.

- 2.1.10. You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are DataHawk or any other affiliated business.

2.2.

As a member of DataHawk's Affiliate Program, you will have access to your Affiliate dashboard within PartnerStack. Here you will be able to review our Program's details along with your specific affiliate code and link, overall commissions earned, and overall commissions due.

2.3.

DataHawk reserves the right, at any time, to review your placement and approve the use of Your Links and require that you change the placement or use to comply with the guidelines provided to you.

2.4.

It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

3. DataHawk's Rights and Obligations

3.1.

We have the right to monitor your site and content at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site or content that we feel should be made, or to make sure that your links to our web site are appropriate and to notify you further of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the DataHawk Affiliate Program.

3.2.

DataHawk reserves the right to terminate this Agreement and your participation in the DataHawk Affiliate Program immediately and without notice should you commit fraud in your use of the DataHawk Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected, DataHawk shall not be liable to you for any commissions for such fraudulent sales.



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3.3.

This Agreement will begin upon entrance into the program by driving your first affiliate sign up, and will continue unless terminated hereunder.

4. Termination

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice must be in the form of email. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

5. Modification

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

6. Payment

6.1

Terms & Eligibility

DataHawk tracks affiliate sign ups through PartnerStack. Payments are made on or about the 15th of each month (or the nearest business day thereafter) for paid subscription referrals attributed to the previous month. Payments are made through PayPal, direct deposit, or Stripe, as you designate on your PartnerStack account. It is your sole responsibility to input your preferred payment destination and connect your relevant account to successfully be paid any commissions due. Affiliates without a payment source assigned on PartnerStack will not be paid; any commission balance accrued during periods of no payout due to no designated payment destination will rollover month by month until a payment destination is designated. There is no minimum payout threshold required to receive payout. There are no payment caps.

Any commissions attributed to an affiliate tracked through an affiliate platform other than PartnerStack will not be eligible for payout until such affiliate creates an account and successfully designates a payment destination on PartnerStack.



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6.2

Commission Structure

Effective as of the last update to these Terms & Conditions, the commission structure for the DataHawk Affiliate Program is as follows:

- **15% lifetime commission for active affiliates**

All commissions are calculated based on the net revenue generated from subscriptions referred by the affiliate, excluding refunds, chargebacks, taxes, and other adjustments. DataHawk reserves the right to update or modify commission tiers at any time with prior written notice.

Affiliates must remain active to continue receiving lifetime commissions. An affiliate is defined as “active” so long as any of the following are true:

- There exists bi-directional communication between DataHawk’s affiliate marketing manager and the affiliate.
- An affiliate’s trailing three-month average of new, paid referrals remains at least 20% of that affiliate’s highest historical three-month.

If any of the following occur, then DataHawk reserves the right to alter that affiliate’s commission rate while they still continue to receive lifetime commissions:

- An affiliate’s trailing three-month average of new, paid referrals falls below the 20% minimum threshold for more than six consecutive months
- An affiliate engages in a public-facing partnership, exclusive or otherwise, with a direct DataHawk competitor

Written notice will be provided to the affiliate at least 14 days prior to any corresponding adjustment.

7. Access to Affiliate Account Interface

Once approved, you may enter our affiliate account interface on PartnerStack. There you will be able to view your metrics that will describe our calculation of the commissions due to you.

8. Promotion Restrictions

8.1.

Certain forms of advertising are always prohibited by DataHawk. For example, advertising commonly referred to as “spamming” is unacceptable to us and could cause damage to our name along with unsolicited commercial email (UCE). You may use mailings to customers to promote DataHawk so long as the recipient is already a customer or subscriber of your services or web site, and recipients



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have the option to remove themselves from future mailings. Also, you may post to groups to promote DataHawk so long as the group specifically welcomes commercial messages. At all times, you must clearly represent yourself, your web sites, and your content as independent from DataHawk. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the DataHawk Affiliate Program. You may not make commissions by signing up for your own account or by creating multiple accounts. You may not make commissions through coupon/deal style sites. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

8.2.

Search Campaigns - Prohibited SEM Display URL Content

It is not permitted to bid on DataHawk branded keywords, DataHawk trademarks, DataHawk's URLs, variations or parts of DataHawk's URLs or misspellings on any of the Pay-Per-Click (PPC) search engines. That is to say that affiliates must not bid on any DataHawk trademarks or misspellings, DataHawk's URLs, variations and parts of URLs. E.g., affiliates must not be displayed on keywords such as "DataHawk", "DataHawk tools", DataHawk's trademarks, URLs, variations of URLs and misspellings must not be:

- used as a keyword or part of a keyword or key phrase on any of the PPC search engines;
- used in the title, description or site links of an ad text on any of the PPC search engines;
- used in the display URL on any of the PPC search engines;
- including as a sub domain of the affiliate site (e.g. www.datahawk.affiliatesite.com/)

The list of DataHawk branded keywords, DataHawk trademarks, DataHawk's URLs, variations or parts of DataHawk's URLs or misspellings can be made available upon request. Affiliates and third parties must include the list of DataHawk trademarks as a broad negative match to their own paid search (SEA, PPC) campaigns. This is a mandatory requirement for any publisher part of DataHawk affiliation programs.

8.3.

Search Campaigns - Special Instructions for Search Marketing Publishers

Affiliates and sub-affiliates must refrain from using techniques and other activities that might cause a disadvantage to DataHawk or DataHawk's presence in search engines. The following conditions are applicable in all cases and apply to any kind of support (computer, mobile phone, etc.) unless there is prior written permission for an exception by DataHawk. DataHawk will monitor its affiliates' paid search activity closely. Any affiliate found not complying with these terms and conditions will be removed from the program with immediate effect and will see all remaining commissions payments canceled. DataHawk doesn't accept within its affiliation program affiliates whose activity is based on search engine advertising only (also called "keywords bidders", "paid search affiliates", etc.) In other words, DataHawk doesn't allow publishers linking traffic from PPC search engines to DataHawk



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sites directly without linking to their own website from search engine advertising, before linking to DataHawk sites. In all cases, it must be clear to internet users on search engines whether they are dealing with DataHawk directly or with an affiliate or sub-affiliate. Sub-affiliates are still encouraged to use DataHawk trademarks in the content of their website. It must, however, be clear that the visitor is not dealing with DataHawk directly. It is not permitted to use trademarks of DataHawk's competitors when advertising for DataHawk and its products. It is not permitted for affiliates or other third parties to link directly to DataHawk sites from the organic search results. In other words, 302 hijacks, cloaking and other such methods to do this are not tolerated.

8.4.

Affiliates are not prohibited from keying in prospect's information into a referral or lead form as long as the prospects' information is real and true, and these are valid leads (i.e. qualified and sincerely interested in DataHawk's service).

8.5.

Affiliate shall not transmit any so-called "interstitials," "Parasiteware™," "Parasitic Marketing," "Shopping Assistance Application," "Toolbar Installations and/or Add-ons," "Shopping Wallets" or "deceptive pop-ups and/or popunders" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited DataHawk's site (i.e., no page from our site or any DataHawk's content or branding is visible on the end-user's screen). As used herein a. "Parasiteware™" and "Parasitic Marketing" shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, Bing, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of DataHawk's site in IFrames, hidden links and automatic pop ups that open DataHawk's site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

9. Grant of Licenses

9.1.

We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively,



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the “Licensed Materials”) that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of DataHawk’s Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of DataHawk and the good will associated therewith will inure to the sole benefit of DataHawk.

9.2.

Each party agrees not to use the other’s proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

10. Disclaimer

DataHawk MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE DataHawk WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF DataHawk’S ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

11. Representations and Warranties

You represent and warrant that:

11.1.

This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

11.2.

You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;

11.3.

You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.



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12. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL DataHawk'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

13. Indemnification

You hereby agree to indemnify and hold harmless DataHawk, and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site/content, including, without limitation, content therein not attributable to us.

14. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.



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15. Miscellaneous

15.1.

You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and DataHawk. 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, in your content, or otherwise, that reasonably would contradict anything in this Section.

15.2.

Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

15.3.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Virginia without regard to the conflicts of laws and principles thereof.

15.4.

You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

15.5.

This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

15.6.

The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

15.7.

If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.



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