



## Terms & Conditions for Photographer Affiliate Program

[Last updated: August 12<sup>th</sup> 2024]

### 1. Acceptance of Terms

By participating in the Kampfire Photographer Affiliate Program (the "Program"), you ("Photographer" or "Participant") agree to comply with and be bound by the following terms and conditions ("Terms"). These Terms govern your participation in the Program and your relationship with Kampfire. They are in addition to Kampfire's Terms and Conditions for all users, which can be found at:

<https://www.kampfire.online/legal-portal>

### 2. Eligibility

To be eligible for the Program, you must:

- Be a professional photographer.
- Successfully complete Kampfire's free training that includes a webinar or personal training, submit a completed assignment, and successfully answer a quiz.
- Be legally able to enter into contracts and agreements in your jurisdiction.

### 3. Responsibilities of the Photographer

#### a. Handling customers

As a Participant in the Program, you are expected to treat all customers referred to you by Kampfire with the utmost respect, professionalism, and courtesy. You agree to actively listen to their needs, provide clear and honest communication, and ensure that their experience with your services reflects positively on Kampfire. It is your responsibility to deliver high-quality services that meet or exceed the expectations set by both Kampfire and the customer.

#### b. Representation of Kampfire

While participating in the Program, you represent Kampfire in front of all customers and stakeholders. You agree to uphold Kampfire's values of excellence, integrity, and innovation in all interactions. This includes presenting yourself in a professional manner, adhering to Kampfire's standards of conduct, and ensuring that your actions and services reflect positively on the Kampfire brand.

#### c. Fairness and Reliability



You agree to conduct your business with fairness, transparency, and reliability. This includes providing accurate information about your services, adhering to agreed-upon pricing and terms, and delivering your work within the promised timelines. You are expected to be punctual, dependable, and responsive to customer inquiries and concerns. In all your dealings, you must maintain a high level of integrity and strive to build trust with both customers and Kampfire.

#### d. Collaboration with Kampfire

Collaboration is key to the success of the Program. You agree to work closely with Kampfire to ensure that customer needs are met and that any issues are promptly addressed. This includes providing feedback to Kampfire, participating in any required training or updates, and adhering to Kampfire's guidelines for service delivery. You are encouraged to share insights and suggestions that may help improve the Program and enhance the overall customer experience.

#### 4. Use of Kampfire Platform

Photographers who complete the program will be featured on the Kampfire Certified Photographers directory page ("Platform"). By using the Platform, you agree to:

- Maintain accurate and current information on your profile.
- Only upload content (including photos and portfolio samples) that you have the legal right to use.
- Follow Kampfire's guidelines for photo quality, delivery timelines, and customer interactions.
- Unless you are signed up to Kampfire enterprise plan, do not share your platform credentials with third parties, including not with your customers.

#### 5. Compensation and Payments

- Photographers will set their own rates for services offered through the Platform, subject to Kampfire's pricing guidelines.
- Photographers are responsible to collect payments from their customers. Kampfire will not collect payments on your behalf.

#### 6. Intellectual Property

- Photographers retain ownership of the copyrights to their photographs.
- Photographers grant Kampfire a non-exclusive, worldwide, royalty-free license to use, reproduce, display, and distribute Kampfire campaigns that you designed with Kampfire for marketing, promotional, and Platform-related purposes.



- You represent and warrant that the photographs you upload to the Platform do not infringe upon any third party's intellectual property rights.

#### 7. Confidentiality

- You agree to keep confidential any non-public information about Kampfire, its customers, or its business practices that you may receive as part of the Program.

#### 8. Termination

- Kampfire reserves the right to terminate your participation in the Program at any time, with or without cause. Grounds for termination may include, but are not limited to, failure to comply with these Terms, poor performance, or customer complaints.

- Upon termination, you must cease using the Platform and remove all references to Kampfire from your marketing materials.

#### 9. Limitation of Liability

- To the fullest extent permitted by law, Kampfire shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your participation in the Program.

- Kampfire's total liability under these Terms shall not exceed the total amount of fees paid to you in the six months preceding the event giving rise to the liability.

#### 10. Indemnification

- You agree to indemnify, defend, and hold harmless Kampfire, its affiliates, and their respective officers, directors, employees, and agents from any claims, liabilities, damages, or expenses (including reasonable attorneys' fees) arising out of or related to your participation in the Program, including but not limited to your breach of these Terms, your negligence, or your violation of any law or the rights of any third party.

#### 11. Governing Law and Dispute Resolution

- These Terms shall be governed by and construed in accordance with the laws of [Jurisdiction].

- Any disputes arising out of or relating to these Terms or the Program shall be resolved through binding arbitration in accordance with the rules of Arbitration Association in New Jersey. The decision of the arbitrator shall be final and binding on the parties.



#### 12. Amendments

- Kampfire reserves the right to modify these Terms at any time. You will be notified of any significant changes, and your continued participation in the Program after such changes shall constitute your acceptance of the new Terms.

#### 13. Entire Agreement

- These Terms along with the general terms and conditions for Kampfire users, constitute the entire agreement between you and Kampfire regarding your participation in the Program and supersede any prior agreements or understandings, whether written or oral. Any contradiction between these Terms to Kampfire's general Terms and Conditions, these Terms will govern.

#### 14. Contact Information

For any questions or concerns about these Terms, please contact Kampfire at [contact@kampfire.events](mailto:contact@kampfire.events)

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#### Acknowledgment:

By joining the Kampfire Photographer Affiliate Program, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.