

3P Mercury™ Affiliate Program — Terms & Conditions

Last Updated: 04/14/2026

1. Agreement to Terms

By participating in the 3P Mercury™ Affiliate Program (“Program”), you (“Affiliate”) agree to be bound by these Terms & Conditions (“Agreement”).

If you do not agree, you may not participate in the Program.

3P Mercury™ (“Company”) reserves the right to modify, update, or terminate this Agreement at any time. Continued participation constitutes acceptance of any changes.

2. Commission Structure

- Affiliates earn **20% recurring commission (unless otherwise negotiated)** on subscription revenue generated through their unique affiliate link.
 - Commissions are paid for up to **12 months per referred customer (unless otherwise negotiated)**.
 - Commissions are only earned on **successful, collected payments**.
 - The following are **not eligible for commission**:
 - Refunds
 - Chargebacks
 - Failed payments
 - Fraudulent transactions
 - **Self-referrals are prohibited**, including referrals from:
 - The affiliate themselves
 - Household members
 - Businesses owned or controlled by the affiliate
 - Commission is only awarded when the customer signs up **using the official affiliate link**.
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3. Payout Terms

Minimum Threshold

- Minimum payout: **\$100 USD**

Payment Method

- Payments are issued **via PayPal only**
- Affiliates must provide a valid PayPal account
- Failure to provide payment details within **90 days** may result in forfeited commissions

Payout Schedule

- Payments are made **on or before the 15th of each month**

60-Day Clearance Period

- All commissions are subject to a **60-day hold period**
- This protects against refunds, fraud, and disputes
- After 60 days, commissions are released into the next payout cycle

Compliance Holds

- The Company may delay or withhold payments if suspicious or non-compliant activity is detected
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4. Referral Tracking

- Tracking is based **only on the affiliate's unique link**
- A referral is credited **only if the signup occurs through that link**
- No retroactive credit will be granted

Tracking Limitations

Tracking is not guaranteed in cases involving:

- Ad blockers or privacy tools
- Incognito/private browsing
- Modified or shortened links
- Coupon extensions
- Shared devices

- VPN usage
- Customer errors or abandoned signups

Only system-verified referrals qualify for commissions.

5. Program Termination

The Company may suspend or terminate participation at any time, including for:

- Spam or unsolicited outreach
- False or misleading claims
- Income or earnings guarantees
- Violation of FTC disclosure rules
- Brand damage or defamation
- Bidding on branded keywords
- Link manipulation
- Fraudulent activity
- Inactivity (120+ days after last payout)

After Termination

- No new commissions will be earned
 - Previously earned commissions will continue to be paid (subject to terms) for their remaining eligibility period
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6. Refunds & Chargebacks

- If a referred customer refunds, disputes, or reverses a payment:
 - The associated commission is voided
 - If already paid, the amount may be deducted from future payouts
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7. Taxes & Compliance

- Affiliates are responsible for all applicable taxes
- U.S. affiliates earning \$600+ may be required to submit a W-9
- Non-U.S. affiliates may be required to submit a W-8BEN

3P Mercury™ is not responsible for any tax obligations of affiliates

8. Marketing & Promotion Rules

Required

- FTC-compliant disclosure (e.g., “I may earn a commission...”)
- Honest and accurate representation
- Use of approved branding assets

Prohibited

- Income or earnings guarantees
- Impersonating the Company
- Spam or unsolicited messaging
- Scraping or automated outreach
- Misleading or deceptive tactics
- Unauthorized discounts or bonuses
- Bidding on branded keywords

Violation may result in termination and forfeiture of commissions

9. Intellectual Property

All trademarks, branding, content, and software belong to 3P Mercury™

Affiliates may only use approved materials in accordance with this Agreement

10. Limitation of Liability

3P Mercury™ is not liable for:

- Lost profits
- Tracking failures
- Payment delays
- Indirect or consequential damages

Maximum liability is limited to unpaid, approved commissions

11. Independent Contractor

Affiliates are independent contractors and not employees, partners, or agents of the Company

12. Term & Termination

This Agreement remains in effect until terminated by either party

The Company may terminate the Program or any affiliate at any time

13. Entire Agreement

This Agreement constitutes the full understanding between the Affiliate and 3P Mercury™ regarding participation in the Program