

LA MARZ & CO

AFFILIATE TERMS & CONDITIONS

Governing the La Marz & Co Affiliate / Referral Programme — Binding Agreement

Last Updated: May 2026

This document is legally binding. Please read it carefully before purchasing or using any La Marz & Co product.

whop.com/la-marz-co | lamarzco.com

Table of Contents

1. Introduction & Acceptance
2. Definitions
3. Eligibility
4. Application & Approval
5. Affiliate Obligations & Conduct Standards
6. Mandatory Disclosure Requirements
7. Prohibited Conduct
8. Commission Structure & Payment
9. Tracking, Attribution & Cookie Window
10. IP Licence for Affiliates
11. Brand Use Restrictions
12. Financial Promotion Compliance
13. Audit & Compliance Verification
14. Non-Disparagement
15. Term & Termination
16. Effect of Termination
17. Relationship of Parties
18. Indemnification
19. Limitation of Liability
20. Force Majeure
21. Governing Law & Dispute Resolution
22. Modifications
23. Entire Agreement
24. Contact

■ BINDING AFFILIATE AGREEMENT

These Affiliate Terms & Conditions constitute a legally binding agreement between you (Affiliate) and La Marz & Co (Company). By applying to, joining, or participating in the La Marz & Co affiliate or referral programme in any capacity, you agree to be fully bound by these Affiliate Terms. If you do not agree, do not participate. Last Updated: May 2026.

1. Introduction & Acceptance

La Marz & Co may invite or accept applications from content creators, traders, influencers, or other individuals to participate in an affiliate or referral programme promoting La Marz & Co products and services.

These Affiliate Terms govern all aspects of your participation, including your obligations, commission structure, prohibited conduct, IP use, and termination. They should be read alongside our Terms of Service, EULA, Privacy Policy, Cookie Policy, Website Disclaimer, and Affiliate Disclosure documents.

2. Definitions

Term	Definition
Affiliate	Any individual or entity approved by La Marz & Co to participate in the Affiliate Programme.
Affiliate Link	A unique tracking URL provided by La Marz & Co to an Affiliate.
Commission	The monetary amount payable for a Qualifying Referral as set out in Section 8.
Qualifying Referral	A purchase by a new customer who clicks the Affiliate Link within the 30-day tracking window and completes a valid, non-refunded purchase.
Promotional Content	Any content created, published, or distributed by an Affiliate in connection with the Affiliate Programme.
Brand Assets	The La Marz & Co name, logo, wordmark, product images, and any other brand materials provided to an Affiliate.
Competing Product	Any digital trading watermark, overlay, or branding asset marketed as an alternative to any La Marz & Co Product.

3. Eligibility

To be eligible, you must at all times:

- Be at least 18 years of age with full legal capacity to contract
- Own or operate a content channel with an audience relevant to trading or content creation
- Comply with all applicable laws including advertising, financial promotion, and data protection
- Not be located in a jurisdiction where such an affiliate arrangement is prohibited
- Agree to and comply fully with these Affiliate Terms

4. Application & Approval

Step	Action
Step 1	Contact us via contact@lamarzco.com or Whop store, marked AFFILIATE APPLICATION — include information about your channels, audience size, and niche
Step 2	We review and respond within 5 business days — we may request additional information
Step 3	If approved, we provide your unique Affiliate Link, Brand Assets, and commission details
Step 4	Upon receiving approval notification, these Affiliate Terms become fully binding

La Marz & Co is not obligated to approve any application and may reject without reason.

5. Affiliate Obligations & Conduct Standards

As an approved Affiliate, you agree at all times to:

- Promote La Marz & Co products honestly, accurately, and in good faith
- Never make false, misleading, or exaggerated claims about our products
- Include all required disclosures in ALL Promotional Content as set out in Section 6
- Comply with all applicable advertising standards and financial promotion regulations
- Use only the Affiliate Link provided to you — never use other affiliates' links
- Notify La Marz & Co promptly of any material changes to your channels or compliance status
- Respond to compliance or audit requests within 5 business days
- Maintain the professional reputation of the La Marz & Co brand at all times

6. Mandatory Disclosure Requirements

■ DISCLOSURE IS NON-NEGOTIABLE

ALL Promotional Content on ALL platforms must include a clear and prominent affiliate disclosure. Failure to disclose is a material breach and will result in immediate termination and forfeiture of all unpaid commissions.

Platform	Required Disclosure Format
Instagram, TikTok, X/Twitter, Facebook	#ad at the very start of the caption — before any other text. End-of-post placement is non-compliant.
YouTube / TikTok video descriptions	Written disclosure in the first 3 lines; verbal disclosure within the first 30 seconds of video content
Website / blog	Clear affiliate disclosure at the top of any page before the first link
Email	Disclosure in both the email header/introduction and the footer
Discord	Pinned channel disclosure and inline disclosure adjacent to each link

Minimum required disclosure language:

■ REQUIRED DISCLOSURE TEXT

#ad | Affiliate link — I may earn a commission if you purchase through my link at no extra cost to you.

7. Prohibited Conduct

■ STRICTLY PROHIBITED

Any violation constitutes a material breach resulting in immediate termination without notice and forfeiture of all unpaid commissions. Legal action may follow.

- Self-referral — clicking your own Affiliate Link to generate commission
- Soliciting others to click your link without a genuine purchase intention
- Using bots, automated tools, scripts, or click-farming to generate referrals
- Placing your Affiliate Link on coupon, cashback, or deal aggregator sites without written permission
- Using paid search advertising using La Marz & Co brand terms without written permission
- Promoting La Marz & Co in spam emails or unsolicited mass messages
- Making false, misleading, or exaggerated claims about our products, including fabricated trading results
- Failing to include required disclosure language in any Promotional Content
- Using Brand Assets outside the scope of the IP licence in Section 10
- Sublicensing or transferring your Affiliate Link or programme participation to any third party
- Promoting a Competing Product simultaneously without prior written disclosure and consent
- Violating any applicable law, advertising standard, or platform terms of service

8. Commission Structure & Payment

8.1 Qualifying Referrals

Commission is earned only on Qualifying Referrals as defined in Section 2. A referral does not qualify where it is self-generated, subsequently refunded or charged back, or generated through any prohibited conduct.

8.2 Commission Rates

Rates are specified in your approval communication. La Marz & Co reserves the right to modify commission rates with 30 days' written notice. Modified rates apply to new referrals after the effective date.

8.3 Payment

Payments are made monthly in arrears for Qualifying Referrals confirmed in the preceding calendar month. La Marz & Co may withhold payment where fraud is suspected or the account is under compliance review.

8.4 Taxes

You are solely responsible for all taxes on commission payments in your jurisdiction. La Marz & Co does not withhold taxes on behalf of affiliates.

8.5 Refunds & Chargebacks

Where a referred purchase is refunded or charged back, commission paid may be deducted from future payments. Reasonable advance notice will be given.

9. Tracking, Attribution & Cookie Window

Attribute	Details
Cookie duration	30 days from the date of the initial click on your Affiliate Link
Attribution model	Last-click — commission goes to the most recent Affiliate Link clicked before purchase
Tracking guarantee	None — clicks may not be tracked due to ad blockers, browser privacy settings, or VPN use
Conclusive data	La Marz & Co's tracking system data is conclusive for commission attribution in the event of any dispute

10. IP Licence for Affiliates

La Marz & Co grants you a limited, non-exclusive, non-transferable, revocable licence to use the Brand Assets provided solely for creating Promotional Content for the Affiliate Programme. This licence:

- Is limited to the specific Brand Assets provided upon approval
- Does not permit modification or creation of derivative works
- Does not transfer any IP rights to you
- Terminates immediately upon termination of your participation

11. Brand Use Restrictions

As an Affiliate you must not:

- Imply you are an employee, partner, co-owner, or official representative of La Marz & Co
- Use La Marz & Co brand in paid advertising without written permission
- Register any domain, username, or business name including or similar to La Marz & Co
- Make public statements purportedly on behalf of La Marz & Co
- Use Brand Assets in any defamatory, offensive, or disreputable context

12. Financial Promotion Compliance

Where your Promotional Content promotes La Marz & Co in a trading or financial context, you are solely responsible for compliance with all applicable financial promotion, advertising, and consumer protection regulations in your jurisdiction:

Jurisdiction	Key Requirement
Norway (Finanstilsynet / Markedsføringsloven)	#ad at start of posts. Content must not be misleading.
UK (FCA / ASA)	Financial promotions may need FCA approval. Non-compliant financial promotions can result in criminal liability.
EU (MiFID II / Unfair Commercial Practices Directive)	Commercial relationship must be clearly identified in all content.
US (FTC)	All material connections must be clearly and conspicuously disclosed.

La Marz & Co is not responsible for your compliance with financial promotion regulations. You indemnify La Marz & Co for any claim or penalty arising from your non-compliant content.

13. Audit & Compliance Verification

La Marz & Co reserves the right to:

- Monitor all publicly accessible Promotional Content for compliance
- Request evidence of Promotional Content, disclosure language, and link placement
- Review tracking data to detect fraud or prohibited conduct
- Request that an Affiliate remove, amend, or add disclosures within 48 hours of notice

You agree to respond to compliance requests within 5 business days. Failure constitutes a material breach.

14. Non-Disparagement

During your participation in the Affiliate Programme and for a period of 12 months following termination, you agree not to make any public statement, post, video, or communication that disparages, defames, or is materially harmful to the reputation, brand, products, or business of La Marz & Co.

This clause does not prevent you from making honest, good-faith reviews of La Marz & Co products based on your genuine experience, provided such reviews are accurate, balanced, and not made with the purpose of causing reputational harm.

15. Term & Termination

15.1 Immediate Termination (No Notice)

La Marz & Co may terminate immediately without notice for: any material breach; prohibited conduct under Section 7; suspected fraud; non-compliant content unremedied after 48-hour notice; conduct bringing La Marz & Co into disrepute; false application information.

15.2 Termination With Notice

La Marz & Co may terminate for any other reason with 14 days' written notice.

15.3 Termination by Affiliate

You may terminate at any time by notifying us via contact@lamarzco.com or our Whop store contact form.

16. Effect of Termination

- Your Affiliate Link deactivated immediately — no further commissions accrue
- IP licence terminates — remove all Brand Assets from Promotional Content immediately
- Cease representing yourself as a La Marz & Co affiliate immediately
- Pre-termination commissions paid in normal cycle, unless termination was for fraud or prohibited conduct
- Sections 11, 12, 14, 17, 18, 19, and 21 survive termination

17. Relationship of Parties

Your participation does not create any employment, partnership, joint venture, agency, or franchise relationship. You are an independent contractor. You have no authority to bind La Marz & Co to any agreement or commitment. You are solely responsible for your own taxes, insurance, and compliance with employment laws.

18. Indemnification

You agree to indemnify, defend, and hold harmless La Marz & Co from and against any claims, liabilities, damages, losses, costs, and expenses (including legal fees) arising from:

- Your breach of these Affiliate Terms
- Your Promotional Content, including false advertising or non-compliant financial promotions
- Your failure to include required disclosures
- Your violation of applicable advertising, financial promotion, or consumer protection laws
- Any fraud or prohibited conduct in connection with your Affiliate Link

19. Limitation of Liability

La Marz & Co's total liability to you in connection with the Affiliate Programme shall not exceed the total commission payments made to you in the 3 months preceding the claim. La Marz & Co shall not be liable for any indirect, consequential, or loss of income damages.

20. Force Majeure

La Marz & Co shall not be liable for failure or delay in performing obligations where such failure results from events beyond our reasonable control, including acts of God, cyberattacks, platform outages, payment processor failures, or changes in applicable law. We will resume performance as soon as reasonably practicable.

21. Governing Law & Dispute Resolution

These Affiliate Terms shall be governed by the laws of Norway. Disputes shall be subject to the dispute resolution process in our Terms of Service: good-faith negotiation (30 days), then mediation (if agreed), then binding arbitration under the Norwegian Arbitration Act (Voldgiftsloven), seated in Oslo, Norway, conducted in English. Class action waiver applies.

22. Modifications

La Marz & Co reserves the right to modify these Affiliate Terms at any time. Where changes are material, active Affiliates will receive at least 14 days' written notice. Continued participation constitutes acceptance.

23. Entire Agreement

These Affiliate Terms, together with our Terms of Service, EULA, Privacy Policy, Cookie Policy, and Website Disclaimer, constitute the entire agreement between you and La Marz & Co regarding the Affiliate Programme.

24. Contact

For all affiliate enquiries, applications, compliance questions, or commission queries: contact@lamarzco.com | whop.com/la-marz-co | lamarzco.com

Mark all affiliate messages: AFFILIATE PROGRAMME

■ ACCEPTANCE CONFIRMATION

BY APPLYING TO, JOINING, OR PARTICIPATING IN THE LA MARZ & CO AFFILIATE PROGRAMME IN ANY CAPACITY, YOU CONFIRM THAT YOU HAVE READ THESE AFFILIATE TERMS IN FULL, UNDERSTOOD ALL OF THEIR TERMS AND CONDITIONS, AND AGREE TO BE LEGALLY BOUND BY ALL OF THEIR PROVISIONS.