

## **AFFILIATE AGREEMENT TERMS AND CONDITIONS**

Please be aware that by submitting the affiliate registration application, you are consenting to this Agreement, which represents the terms and conditions for Kristine Beaves of BloggingAboutMomming.com (and the partner site GetChaosOrganized.com) (hereafter "Owner") Affiliate Program ("Program").

As an authorized affiliate for BloggingAboutMomming.com you acknowledge and accept that this Affiliate Agreement is a binding agreement, and you must abide by the terms and conditions stated in this agreement. Furthermore, you accept and acknowledge that you have read our Privacy Policy ([bloggingaboutmomming.com/privacy-policy](http://bloggingaboutmomming.com/privacy-policy)) and agree to the terms set forth therein.

### **1. Enrollment in the Affiliate Program**

In order to enroll in the Program, you must completely fill out the application for registering as an affiliate and submit it to BloggingAboutMomming.com online. The Affiliate Registration Application can be found at [bloggingaboutmomming.com/gcofmb-affiliate-application/](http://bloggingaboutmomming.com/gcofmb-affiliate-application/). The Owner will review your Affiliate Registration Application and make a decision.

### **2. Age Restrictions**

Owner's Program has an age restriction. You must be at least 18 years old to be able to join the Program. By submitting an Affiliate Registration application, you represent and warrant that you are at least 18 years old. BloggingAboutMomming.com assumes no responsibility for any misrepresentation of your age.

### **3. Acceptance or Rejection of the application**

The Owner of the Affiliate Program reserves the absolute right to accept or reject applications of prospective Affiliates. The decision to accept or reject the application solely rests with the Owner. There is no legal recourse against the Owner for rejecting an application.

#### **4. Termination After Acceptance**

The Owner of the Program reserves the absolute right to terminate already accepted Affiliate applications for any reason that Owner finds unsuitable or not in keeping with the business purpose of Owner's program. This ability to terminate or rescind approved Affiliate applications after the fact is in Owner's sole discretion and is not subject to limitation or legal liability.

Moreover, if your approved affiliate account is inactive for 180, then the Owner reserves the absolute right to deactivate approved affiliate account and terminate your affiliate status with BloggingAboutMomming.com. If you have earned referral fees before termination, such fees will be paid before terminating your affiliate account.

You, as the Affiliate, also have full authority and rights to terminate your Affiliate relationship with BloggingAboutMomming.com at any time.

#### **5. Promotion and Marketing**

Affiliate links will be available for you on Teachable account under the Admin section, which you can access by going to GetChaosOrganized.com.

BloggingAboutMomming.com will let you know where and how you can keep track of your purchases and referrals.

As an Affiliate, you have the sole responsibility to make sure that your affiliate links are correctly linked to, used, and you follow all the necessary disclosures. You are responsible for making the proper affiliate disclosures in accordance with the

Federal Trade Commission Act (FTC) pertaining to your affiliate or referral marketing.

Owner of the Program permits Affiliate to use the affiliate hyperlinks in email, social media, and blog posts subject to the terms and limitations stated in this Agreement.

## **6. No Representations or Warranties Regarding Revenue Potential**

The Owner of the Program makes absolutely no warranties or representations regarding potential income that may result from your participation in this Affiliate Program. You understand that potential for income and the amount is based on many different factors for each individual such as marketing techniques, methods, audience size, etc.

The Owner of the Program specifically disclaims any and all warranties and representations related to earning potential from this Affiliate Program.

## **7. Referral Fees**

When you promote and market the product of BloggingAboutMomming.com and that promotion results in a sale through your referred link, you will earn a referral fee.

The referral fee is based on a 40% commission off of a sale. As an Affiliate, you will receive 40% referral fee or commission for your efforts.

The Owner of the Program has absolute discretion to amend or change affiliate referral rates on certain products or services. Moreover, Owner has the sole authority to determine if the product or service in question has any affiliate referral payout options or not. This means that Owner can designate a specific product as not eligible for affiliate sales.

Owner has sole discretion and authority to cancel earned commissions if the buyer requests a refund or cancels the order. In such a case, the Owner will cancel the referral fee that is associated with that particular purchase.

The Program does not allow Affiliates to earn commission for their own personal purchases through the affiliate links.

### **8. Referral Payment Method**

Referral payments will be made to Affiliates of the Program through PayPal which you can set-up through Teachable in the Admin section. Every Affiliate will be required to provide the necessary account information in order to receive the payments.

If the Affiliate does not provide such information, then the referral payments will be held and not distributed until Owner is given such information.

### **9. Payment Schedule/Payouts**

Referral fees earned by the Affiliates will be payable no less than 30 days after any qualifying purchases. The payments must be held long enough for any cancellation and refund request periods to pass.

BloggngAboutMomming.com pays Affiliates of the Program on the first of the month via PayPal, the information to which you provided us when you registered as an Affiliate. Teachable distributes payouts to authors and affiliates every 30 days on the first business day of the month (due to a 30 day refund policy from date of purchase).

### **10. Confidentiality**

During the course of this Affiliate relationship, Affiliates may become privy to confidential information such as launch dates, product ideas, pricing, business plans,

financial information, affiliations, membership information, and more. By agreeing to this Affiliate agreement, you also acknowledge and accept that you're bound by confidentiality and must not disclose any information that the Owner regards as confidential or proprietary to anyone else for any reason, including monetary gain.

### **11. Non-Exclusivity Clause**

No exclusivity exists between the Affiliate and Owner for this Program. The Affiliate is free to join other affiliate programs, and Owner is free to accept other Affiliates into the Program.

If the Affiliate wishes to promote another program's products and services, they are free to do so without getting permission from Owner first, as long as Affiliate does not misrepresent Owner's products and/or services to give favor to another product and/or service.

### **12. Relationship of the Parties**

The relationship that is formed between Owner and Affiliate after the acceptance of the Affiliate into the Program **shall not be construed to form any partnership, joint venture, agency, franchise, or employment relationship.**

The Affiliate is an independent contractor of the Company for all purposes and will remain so for the duration of the relationship. The Affiliate must not represent itself to be an agent or employee of the company.

The Owner and BloggingAboutMomming.com are not liable for any tax or benefits to the Affiliate.

### **13. Intellectual Property**

By submitting your affiliate registration application, you acknowledge and agree that the intellectual property owned by Kristine Beaves of BloggingAboutMomming.com

includes all copyrights, trademarks, trade secrets, patents, and other intellectual property belonging to the Business ("Business IP").

For the duration of this affiliate relationship, and while Affiliate is in good standing, we grant you a non-exclusive, non-transferable, revocable license to access our websites in conjunction with the Affiliate Program and use the Business IP for the sole purpose of identifying our brand and promoting our products and/or services in your Affiliate capacity through your affiliate hyperlinks directing others to our website.

If BloggingAboutMomming.com finds out that you are using our Business IP in such a way that is against our policy, we have the sole right to revoke your license, terminate your Affiliate standing, and stop you using any further Business IP.

As an Affiliate, you are allowed to create your own graphics, copy and images to promote products and/or services associated with the Program. You will own your own creations, as long as you do not misrepresent or use them to confuse consumers.

Owner does not require prior approval of marketing materials. However, if marketing material is not consistent with Owner's Business or will negatively affect the Program and its reputation, Owner will ask Affiliate to remove and stop using such promotional materials.

Any use of other intellectual property except what is already stated herein is strictly prohibited.

#### **14. SPAM Policy**

You are strictly prohibited from using the Affiliate Program for any spam activities. Illegal spam activities include, but are not limited to, gathering email addresses and personal information from others or sending any mass commercial emails.

Unsolicited commercial email campaigns ("UCE") are equally not tolerated. If you are found to have been involved in SPAM or UCE activities and campaigns, then your affiliate account will be terminated immediately. Moreover, the terms of our Privacy Policy will not hold, and we will use the information to aid authorities in any investigation that might arise as a result of your SPAM or UCE activities.

### **15. Indemnification**

BloggingAboutMomming.com agrees to indemnify you and your affiliate network, employees and agents from and against any and all liability arising out of our Site's breach of contracts, terms, or obligations under this Agreement. You will not be responsible for any attorney fees, court fees, liabilities, etc

Affiliate also agrees to indemnify BloggingAboutMomming.com against any and all liability rising out of Affiliate's or its employees or agent's breach of contract, terms or obligations under this Agreement, or violation of any third-party intellectual property rights by you or your site. BloggingAboutMomming.com will not be responsible for any attorney fees, court fees, damages, or punitive damages.

### **16. Limitation of Liabilities**

BloggingAboutMomming.com disclaims any and all liability and warranties that Affiliate might experience, such as site downtime, affiliate program malfunction, earning a profit as a result of being an Affiliate for the Program.

Affiliate acknowledges and accepts that BloggingAboutMomming.com cannot guarantee that technology will function as it should at all times because unpredictable errors happen. Therefore, BloggingAboutMomming.com is not liable for such machine errors.

### **17. Governing Law**

The governing law for this agreement is California (United States of America). Any and all legal matters arising out of this Agreement shall take place in the course of California (United States of America).

### **18. Entire Agreement**

This Agreement represents the entire agreement between the parties. All the terms and sections stated herein are binding. This Agreement can only be modified by the written consent of both parties.