

## **Radiant Life Affiliate Agreement 2018**

This Agreement contains the complete terms and conditions that apply to your participation in the RadiantLifeCatalog.com Affiliate Program (the "Program"). As used in this Agreement, "we" means Radiant Life, and "you" means the applicant. By "site" and "website" we mean a World Wide Web site on the Internet, and, depending on the context, refers either to the RadiantLifeCatalog.com web site ([www.radiantlifecatalog.com](http://www.radiantlifecatalog.com)) or to any site from which you will link to our site (and which you identify in your Program application).

### **Enrollment in the Program**

To begin the enrollment process, submit a complete Program application. We will evaluate your application in good faith and will notify you of your status. We qualify your application based on your professional services & certifications. We also evaluate the quality of your website or blog. Finally, we evaluate whether your content is consistent with our editorial policies and mission. We may reject your application if we determine (at our sole discretion) that your site is unsuitable for the Program. Unsuitable sites include those that:

- Promote sexually explicit materials
- Promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote illegal activities or otherwise violate intellectual property rights
- Engage in Unsolicited Bulk Emailing (also known as spam).

By participating in the Program you agree that you will not engage in any such activities. If we reject your application, you are welcome to reapply to the Program at any time. You should also note that if we accept your application and later determine (in our sole discretion) your site to be unsuitable for the Program, we may terminate this Agreement.

### **Links on Your Site**

After your site has been accepted into the Program, we will provide you with tracking links to add to your site. To permit accurate tracking, reporting, and commission accrual, we will provide you with a special "tagged" link to be used in all links between your site and our site ("your unique link"). You must ensure that this link functions properly.

You will earn commissions only if the initial order originated through your unique link; we will NOT be liable to you with respect to any failure to use your unique link, including such failure that may result in a reduction of amounts that would otherwise be paid to you. You acknowledge that, by participating in the Program and placing the above links within your site, Radiant Life may receive information from or about visitors to your site. Your participation in the Program constitutes your specific and unconditional consent to and authorization for Radiant Life's use of such information, consistent with the policies and procedures set forth in Radiant Life's Privacy Policy.

In addition, you acknowledge that we may monitor your site for the purpose of ensuring the quality and reliability of your unique link on your site (for example, to detect links that are

broken or non- functional, links to products that are out of stock or otherwise unavailable, etc.). Further, you agree that you will; (a) not sell, redistribute, sub-license or transfer any Radiant Life content; and (b) promptly delete any content that is no longer displayed on the RadiantLifeCatalog.com site or that we notify you is no longer available for your use.

### **Order Processing, Fulfillment, and Reporting**

We will process Product orders placed by customers who follow your unique link from your site to our site. We reserve the right to reject orders that do not comply with any requirements that we may establish periodically. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms, process payments, cancellations, and returns, and handle customer service. We will track sales made to customers who purchase products using our unique link and will make available to you reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time and at our discretion.

### **Referral Fees**

We will pay you referral fees on product sales made on our site. For a product sale to be eligible to earn a referral fee, the customer must click-through your unique link from your site to our site, create a customer profile, and add the product to his or her shopping cart in a single session. In addition, we will pay you a referral fee for all subsequent product purchases made by customer profiles created in sessions originating from your unique link from your site. We will only pay referral fees on such products after order, payment and shipping have occurred.

In addition, you may not: (a) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of our site; (b) take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; (c) attempt to intercept or re-direct (including, without limitation, via user-installed software) traffic from or on, or divert referral fees from, any web site that participates in the Program; or (d) seek to purchase or register any keywords, search terms or other identifiers that include the words "radiant life" or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service.

If we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement.

### **International Affiliates**

If you are applying to be a Radiant Life Affiliate and do not live in the United States we still welcome you to apply. However, all international affiliates will be paid in US dollars and held to the same terms and conditions in this agreement as US based affiliates. Additionally, all international affiliates are responsible in setting up their own PayPal account as that is the means to getting affiliate payments.

## **Referral Fees Schedule**

You will earn referral fees based on Qualifying Revenues according to referral fee schedules to be established by us from time to time. "Qualifying Revenues" are revenues derived by us from sales of our Products, excluding taxes and shipping charges. For Qualifying Products sold to customer profiles created through your unique link on your site, you will earn (subject to the other terms of the Agreement) referral fees as follows:

- 10% of Qualifying Revenues from each initial order and each subsequent order that results from following your unique link to RadiantLifeCatalog.com.
- To continue to receive revenues from each subsequent order you must maintain active internet links that bring a minimum of 2 new customers within a six month period. A "customer" being defined as a person that places an order. Inactive Affiliates will be removed from the program and ineligible for future commissions.

## **Referral Fees Payment**

We will pay you Referral Fees on a monthly basis. Approximately 30 days following the end of each month, we will either (a) send you a check for the Referral Fees earned, or (b) send you a gift certificate good for purchase of Products through our site, subject to our standard terms or conditions. We will accrue and withhold Referral Fees until the total amount due is at least \$50.00.

## **Policies and Pricing**

Customers who buy products through this Program will be deemed to be customers of Radiant Life. Accordingly, all Radiant Life rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

## **Limited License**

We grant you a nonexclusive, revocable right to use the Radiant Life graphic images and text and such other text or images for which we grant express permission, solely for the purpose of identifying your site as a Program participant and to assist in generating Product sales. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. We may revoke your license at any time by giving you written notice.

## **Responsibility for Your Site**

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. This includes:

- The technical operation of your site and all related equipment.
- Creating and posting Product descriptions on your site and linking those descriptions to our catalog.
- The accuracy and appropriateness of materials posted on your site (including, among other things, all Product-related materials).
- Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights).
- Ensuring that materials posted on your site are not libelous or otherwise illegal.
- Ensuring that you are not representing your site to be the Radiant Life site.
- Ensuring that your emails are not appearing to represent an email originating from Radiant Life.
- We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.
- Maintain active internet links that bring a minimum of two new customers within a six month period. Inactive Affiliates will be removed from the program and ineligible for future commissions.

### **Term of the Agreement**

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our site, and all Radiant Life trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program.

You are eligible to earn Referral Fees only on our sales of Products that occur during the term, and Referral Fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

### **Modification**

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available Referral Fees, Referral Fees schedules, payment procedures, and Program rules.

### **Relationship of Parties**

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. 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 or otherwise, that reasonably would contradict anything in this Section.

### **Limitation of Liability**

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total Commissions paid or payable to you under this Agreement.

### **Disclaimers**

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). 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.

### **Arbitration**

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our providers shall be submitted to confidential arbitration in Portland, Maine, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of Maine (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction.

### **Miscellaneous**

This Agreement will be governed by the laws of the United States and the State of Maine, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

**THIS IS A LEGAL AGREEMENT BETWEEN YOU AND RADIANT LIFE. BY AGREEING ON THE RADIANT LIFE AFFILIATE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.**

If approved, we will email your unique affiliate link within 2 working days, with additional information about the program.

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