

Affiliate Agreement Terms & Conditions

Please READ Carefully

By participating in the promotional marketing and product launch (herein referred to as “Promotion” or “Affiliate Program”) of “Impacting Millions®” (herein referred to as “Product”) conducted by S2 Groupe LLC (herein referred to as “Promoter,” “We” “Ours” or “Us”), YOU (herein referred to as “Affiliate” or “You”) agree to the following Terms and Conditions (herein referred to the “Agreement”):

(1) OBLIGATION OF THE PARTIES

- a) Affiliate shall have the opportunity to promote the Product and its programs in accordance with the terms of this Agreement.
- b) Affiliate shall promote and market our programs using only promotional materials supplied or approved by the Product. Promotional material (emails, landers, ads, social media posts) must be consistent with the Product’s branding and shall not be false or misleading.
- c) Affiliate shall direct potential purchasers of the Product programs to the dedicated links provided by the Product.
- d) The Affiliate agrees to conduct itself in compliance with all applicable laws, rules and regulation, including, without limitation, CAN-SPAM.

(2) COMMUNICATION RULES

Affiliate agrees and understands that if its marketing, websites, emails or any other communications associated with or for this Promotion are deemed inappropriate at the sole discretion of the Promoter, Affiliate will be in violation of this Agreement. Affiliate will then be removed from this Affiliate Program and will not receive recognition, payments or any other compensation or communication from the Promoter.

“Inappropriate” is defined as communication that:

- a) contains, promotes or links to sexually explicit or violent material;
- b) promotes, depicts or links to material that promotes or depicts discrimination based on race, gender, religion, national origin, physical or mental disability, sexual orientation, or age;
- c) contains unlawful material, including but not limited to materials that may violate another’s intellectual property rights, or links to a site that contains such material;

d) contains information regarding, promotes or links to a site that provides information or promotes illegal activity;

e) uses or embeds Promoter's videos, images, banners, likeness, brand name or website in a way that may cause market and a consumer likelihood of confusion to the source and ownership of the material;

f) offers a cash incentive or discount on product(s) as a means of promotion or

g) for any other reason that Promoter deems inappropriate.

(3) LINKS AND MARKETING

Promoter will provide Affiliate with unique URL Links (herein referred to as "Links") for Promotion as well as any related banners, graphics, or text ads necessary to promote and offer the Product to the Affiliate's customers with the Affiliate's websites or emails.

Affiliate may ONLY utilize the link provided by the Promoter on the Affiliate's websites, emails or and marketing owned and maintained by the Affiliate, the Affiliate's brand or Affiliate's social media pages.

Affiliate may NOT post their link on other websites that are not owned by Affiliate except ads or social media placements.

At their sole discretion, Promoter may place Affiliate's Facebook ad pixel on various opt-in and order success pages for the purposes of assisting the Affiliate in collecting conversion analytics. Affiliate may not re-target audiences created by the placement of their pixel these pages. Violation of this policy will result in the immediate termination of the Affiliate's status with Promoter, and the Affiliate's forfeiture of all commissions earned or anticipated.

(4) SPAM AND UNSOLICITED EMAIL

Affiliate may NOT spam or send any unsolicited email to any party during the Promotion. If Affiliate is caught spamming, they will be removed from the Promoter's Affiliate Program, and their commissions or pending commissions will be canceled and/or forfeited. "Spam" or "Spamming" is defined as emailing or posting to anyone who has not requested information via email or any website and also includes sending links to search engines. Spamming with links outside of Affiliate's direct email list, websites or social media pages will be considered a violation of this Agreement and affiliate will be removed from this Program and this Agreement will be terminated immediately without payment of Affiliate commissions. Affiliate agrees to abide by all Federal Trade Commission Guidelines and the U.S. Federal CAN-SPAM Act.

(5) EARNING DISCLAIMER

You accept and agree that you are fully responsible for your progress and results from your participation in this Affiliate Program. We offer no representations, warranties or

guarantees verbally or in writing regarding your earnings or results. By participating in this Program you understand because of the nature of the program and extent, the results experienced by each person may significantly vary.

Any statements outlined on our websites, programs, content and offerings are simply our opinion and thus are not guarantees or promises of actual performance. We offer no professional legal, medical, psychological or financial advice and your participation in this program will not treat, diagnose or cure any disease.

(6) COMMISSIONS PAYMENTS

Affiliate will receive 40% of the purchase price for 1 - 9 sales, and 50% of the purchase price for 10 or more sales. Commission will vary depending on final number of sales, and dependent on if Product is paid in full, or purchased on a payment plan.

Accrued commissions will be based on actual payments received from the customer and will be paid out on a monthly basis that begins after the refund period concludes. All payment processing shall be performed by Promoter.

Commission levels will be determined 5 days after the refund period.

If a sale is canceled, refunded, or defaulted for any reason, any paid commission will be deducted from the amount owed to the Affiliate and any subsequent payment. If payment plans get sent to collections (or if it takes us more than 4 weeks of attempts to bring the payments current), then we stop paying commission, even if we do end up collecting it successfully. Affiliate will not be paid commissions on any sales attributed to spam, credit card fraud, or returned Product. Promoter is NOT responsible for the usage or maintenance of affiliate links. Only sales tracked through the Link will count towards the Commissions.

Sale must be directly enrolling in the Program through Affiliate's unique links. If a customer clicks on Affiliate links of multiple Promoters, the Promoter who is the last referral source before the sale will receive the commission. For each sale, commission can only be granted to one Affiliate. □

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Affiliate may not purchase the Product for their personal, non-commercial use through their link and receive commission on that sale. Affiliate commissions are counted and sales numbers are deemed final at the sole discretion of the Promoter.

Commission payments (herein referred to as "Commissions" or "Commission") will be sent to Affiliate by the Promoter via PayPal and shall be reduced in the amount equal to the PayPal fees associated with the processing and distribution of Commissions.

Promoter makes every reasonable effort to accurately track and pay commissions for all Affiliate sales but will NOT be held liable for any technical difficulties, outside events, actions by other affiliates or other uncontrollable events that may disrupt or interfere with Promoter's ability to track sales or pay commissions.

Under no circumstances will Promoter be held liable for any indirect, incidental, special or consequential damages or any loss of revenue or profits that result from Affiliate's participation in this Promotion.

Affiliate commission sales are solely available during the Affiliate Launch Open Cart Period of March 25 - April 12 for the following products (Impacting Millions, Impacting Millions QuickStart and Influence). Affiliate will not receive any commission or revenue on sales of Product before or after the defined Affiliate Launch Period.

(7) NO TRANSFER OF INTELLECTUAL PROPERTY

All intellectual property, including Promoter's copyrighted materials, trademarks, trade secrets and service marks shall remain the solely and exclusively the property of the Promoter. No transfer of these rights is granted or implied.

Affiliate agrees not to infringe on any intellectual property rights. Further, Affiliate agrees that if Affiliate violates, or displays any likelihood of violating, any of the agreements contained in this paragraph, the Promoter will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

Affiliate may not use ANY copyright, trademark, service mark, or general branding of the Promoter without full disclosure and permission from the Promoter.

Affiliate may not: a) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to Promoter by any person or entity; b) take any action that could reasonably cause a likelihood of confusion as to Affiliate's relationship with Promoter, or as to the site on which any functions or transactions (e.g., search, order, browse, etc.) are occurring; c) frame the Affiliate's website to look like the Promoter's website or to utilize the Promoter's branding in any way that would cause a likelihood of confusion with customers or the general public as to who is hosting or promoting such a website; or d) seek to purchase or register any keywords, search terms or other identifiers related to the trademarks of the Promoter or the trade or service marks or names of Promoter's primary competitors, including misspellings or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service unless otherwise agreed to by the Promoter; e) seek to purchase or register any domains or other identifiers that include variations on the trade or service marks or names of the Promoter intended to approximate misspellings or typographical mistakes of same or which otherwise would constitute typo or domain squatting, including variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service unless otherwise agreed to by the Promoter.

(8) RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be deemed to create a partnership, joint venture, agency relationship, or employment relationship between the Parties. Affiliate is an independent contractor and responsible for any and all federal, state, local, and/or foreign income

taxes, self-employment taxes, sales tax, including federal and state withholdings, social security tax, federal, state and local licenses, fees, public liability and workman's compensation insurance.

(9) CONFIDENTIALITY

Affiliate agrees NOT to share, use, copy, adapt, alter, distribute, duplicate, or part with possession of any of the Promoter's confidential information which is not directly approved by the Promoter in writing, or any confidential information that is disclosed or otherwise comes into its possession under or in relation to this Agreement. Confidential information includes, but is not limited to: sales figures, software passwords, Promoter list size, list contents, ideas, stories, activities, curriculum, event format, presentation materials, presentation content, inventions, financial information, business plans, business processes, marketing plans, marketing strategies, marketing copy, financial projections, customer lists, customer financial information, personal information of executives, sponsorship strategies, relationships with other vendors, media delivery concepts and systems, including, but not limited to, web-based delivery systems, technical data, software designs, drawings, specifications, models, source code, object code, documentation, diagrams, flow charts, and other similar information that is proprietary to and confidential information of the Promoter. Confidential Information shall not include information rightfully obtained from a third party.

All customer information collected during the Promotion shall be owned by the Promoter and may or may not be shared with the Affiliate. Affiliate shall not disclose the terms of this Agreement to any third party unless required by law or jurisprudence.

Both Parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

Further, Affiliate agrees that if they violate or display any likelihood of violating this section the Promoter will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

(10) INDEMNIFICATION AND LIABILITY

Affiliate shall defend, indemnify, and hold harmless Promoter, Promoter's officers, employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Affiliate shall defend Promoter in any legal actions, regulatory actions, or the like arising from or related to this

Agreement. Affiliate recognizes and agrees that all of the Promoter's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Promoter.

(11) TERMINATION

Promoter reserves the right to dismiss and terminate Affiliate from the Affiliate program, cancel pending commissions and to amend this Promotion or Agreement at any time with or without notice to Affiliate. Affiliate must give 30 days written notice to Promoter to terminate this Agreement. Upon termination, it is understood that the Confidentiality and Indemnification clauses above will remain in effect for perpetuity.

(12) FORCE MAJEURE

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Company to perform its obligations under this Agreement, the Company's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

(13) ASSIGNMENT

This Agreement may not be assigned by Affiliate.

(14) SEVERABILITY

If any provision or covenant, or part thereof, of this Agreement should be held by any court or other legitimate tribunal with appropriate jurisdiction to be invalid, illegal or unenforceable, either in whole or in part, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions or covenants, or any part thereof, of this Agreement, all of which shall remain in full force and effect.

(15) ENTIRE UNDERSTANDING AND DISPUTE

This Agreement constitutes the entire understanding of the Parties and may be only modified Promoter notification will be sent to Affiliate through email address provided by Affiliate to Promoter.

In the event of a dispute between the Parties regarding this Agreement, any such disputes, controversies and claims arising out of or relating to this Agreement shall be settled and determined by arbitration. The rules governing this arbitration shall be according to the American Arbitration Association (AAA) and any all proceedings will be conducted in New York. The decision of the arbitration shall be final and each party agrees to be bound by the arbitration board.

This Agreement shall be construed and interpreted according to the laws of the State of New York in the United States of America and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Promoter and to the Affiliate shall include their heirs, successors, assignees, and personal representatives.