

AFFILIATE PROGRAM TERMS & CONDITIONS

Note from Chelsea Peitz:

*We are so excited about your interest in becoming a **Build a Un-Copy-Paste-Able Brand Affiliate!** Please fully review the terms & conditions of our program below so that you know what to expect every step of the way - like when you will be paid a commission, what our commission structure looks like, and more. These terms & conditions lay out all the things you can and cannot do, keeping us both legally protected. By applying to be an affiliate with our company you are agreeing to all of the following terms & conditions.*

Recitals. Chelsea Peitz Consulting an Arizona S-Corporation will be referred to as “Company,” “we,” “us,” “our” throughout these terms & conditions. The person or entity applying to become an Affiliate with our Company will be referred to as “Affiliate,” “you,” or “your” throughout. The Company and the Affiliate will collectively be referred to as “Parties,” and each individually as a “Party.”

Background. “Affiliate” describes many different types of promotional marketing relationships, including those with individuals, brands, companies, and other organizations.

AFFILIATE BY INVITE ONLY We see every Affiliate as influential, no matter your current audience size or level of engagement, and we are excited to partner with you as you promote our products and/or services.

As an Affiliate, you agree to promote the Company’s products and/or services in exchange for a predetermined commission of the sales you directly have a hand in generating. Once you are enrolled in our Affiliate Program, we will provide you with a unique link (“Affiliate Link”) and/or code (“Discount Code”) through our Affiliate Marketing Platform of choice. An Affiliate Marketing Platform via Kajabi is an easily accessible and user-friendly technology that allows the Company to track Affiliate sales and promptly pay you in an efficient way. The Affiliate Link is a hyperlink or web URL that contains cookies and other tracking identifiers that allow our Affiliate Marketing Platform to track the sales you help generate. When someone makes a purchase using your Affiliate Link, we are able to track and pay you a commission on that sale as detailed in this Agreement. It’s that simple!

Affiliate Marketing Platform Subject to Change. We may, without prior notice to you, change the platform that hosts the affiliate program on an as needed basis. Should this change occur, we will do our best to make the transition as smooth as possible.

Eligibility to Participate in Program. Our Program is only open to approved Affiliates who are at least 18 years of age or older. Along with any of the terms laid out in this Agreement and our Website, You must have a PayPal account in order to participate in our program. You agree to provide us with any information

necessary to verify your eligibility.

Commission + Payment Terms. Affiliate Commission (“Commission”) rates are set by the Company and are based on 20% per sale. Our Commission rates are paid out at 20% of the total sale amount you have generated for the Company as evidenced by the trackable metrics associated with your Affiliate Link. Total sale is based on the amount actually received by the Company and does not include taxes and shipping, where applicable.

We process Commission payments once per month on the first day of the month with payment issued by PayPal. Payments become due to the Affiliate no sooner than the next calendar pay cycle after the sale is generated and finalized. All payments will be made in United States Dollars (USD).

You are responsible for any and all taxes owed on Commissions received. If there is a Chargeback by the purchaser or resultant refund issued on the sale, your Commission will be charged back as well at any point up to 12 months after the sale. If any excess payment is made to you, we reserve the right to adjust or offset the future earnings until the same has been repaid to the Company.

From time to time, we may offer additional promotions and other incentives to Affiliates to increase sales. We will communicate these promotions to Affiliates through email. Should you not receive the notification and miss the promotion, you will not be entitled to any increase in Commissions.

We may at times offer specific incentives to certain Affiliates, which may include without limitation special discount codes and/or bonuses. We reserve the right to offer such specific incentives at our sole discretion.

We may, in our sole discretion, offer different commission rates and affiliate tiers, that may vary from affiliate to affiliate. We may also offer each affiliate varying discount amounts to share with their audience.

Affiliate Link Intentions + Prohibited Uses. Your Affiliate Link and Discount Code are intended to be used for your referral audience only. You are not allowed to use your own Affiliate Link or Discount Code for any purchases you personally make and cannot register yourself as a referral / Remember, you have an Affiliate Link and Discount Code that you can use for your purchases as part of your participation in our Program.

As an Affiliate, your Affiliate Link and Discount Code should only be displayed on websites and assets—such as social media, blog posts, email newsletters, and more—that are owned and operated by you. You are not allowed to share or display your Affiliate Link or Discount Code on any third-party websites without prior written consent. You are not allowed to post your Affiliate Link or Discount Code on any asset not owned by you (for example, in the comments section of another person’s social media page). In the event that a potential customer is interested in hearing more about our products and possibly making a purchase through you, please communicate with them directly and privately after you have express permission to send your Affiliate Link and/or Discount Code, as laid out in this Agreement.

Affiliate Link + Tracking Technologies. You are required to make sure that your Affiliate Link, Discount Code, and any other applicable tracking technologies are working and configured correctly. If you have any issues configuring your link, please notify the Company immediately at chelsea@chelseapeitz.com. The Company is not liable to you for missed or lost commissions due to your Affiliate Link or Discount Code not functioning properly.

Affiliate Contact Information. You are solely responsible for providing your complete and up-to-date contact information—including an email address, physical address, and payment preferences—and immediately updating the same in our system should any of this information change. Your delay in updating or providing correct information is grounds for us to terminate this Agreement as it can result in a delay of you receiving payment or us being able to reach you about important matters. You can update your information through your Affiliate Marketing Platform dashboard on Kajabi.

Affiliate Login Credentials. Your login credentials (including your username and password) are unique to you and must be held as confidential, meaning they cannot be shared with any third party. You should be the only person logging into our system using these login credentials. You agree to indemnify and hold harmless the Company for any actions taken by someone using your username and password in our systems including, but not limited to, any data breach or other claims arising out of the use of your login credentials. The Company is not responsible for any loss you sustain as a result of stolen or misused Affiliate login credentials. You agree to notify the Company immediately upon first notice of any data breach or if your Affiliate login credentials have been stolen or misused.

Company Email Communication. By enrolling as an Affiliate, you agree to receive email communications from the Company including, but not limited to, information regarding Affiliate Programs and Payments, newsletters, and other marketing materials. It is your responsibility to ensure that you receive our emails and that they are included in your safe-sender list, so they are not filtered to spam. You understand that if you unsubscribe from our Company's or subsidiaries' email list, you may no longer receive email communication regarding the Affiliate Program at all. You agree that you will be deemed to have received our communication if the communication is sent to the last email address you have on file with our Company. Additionally, if you unsubscribe from our Affiliate Program emails, you may, in our sole discretion, be removed from the affiliate program.

Affiliate Assurances. You agree and understand that you are bound by the Federal Trade Commission ("FTC") endorsement and advertising guidelines when promoting our Company. You must clearly state on any display of your Affiliate Link or Discount Code that you are an "Affiliate" or "Affiliate Partner" and "may earn commission from qualifying purchases" in accordance with the FTC's guidelines. To read the full overview from the FTC on their guidelines, follow the link [here](#).

You also agree and understand that the Company has a no tolerance policy regarding spam and unsolicited bulk email ("spam"). You must comply with all State and Federal laws prohibiting spam. A violation of this clause is considered a material breach of this agreement, meaning you will be immediately terminated as an Affiliate and forfeit all unpaid commissions as a result. It is up to the Company's sole discretion to determine what content or submission is considered "spam."

Code of Conduct. As an Affiliate for Chelsea Peitz Consulting, you must stand by and follow the standards expressed in this Code of Conduct when communicating about our products/services in any form of media, including promotional messages, photos, videos, and other communications on social media.

You may not:

- Make disparaging statements about the Company or any of our brands/products/services;
- Make any claims about our competitors' brands/products/services that are not true, verifiable, or backed by evidence;
- Construe yourself as an employee or representative of the Company in any way;
- Defame or infringe upon the intellectual property or reputation of any third parties;
- Engage in communications that are intended to or result in creating a hostile or intimidating environment for any party;
- Promote or engage in discrimination of any protected class or people group;
- Use obscene or offensive language, including and without limitation to personal insults, slurs, and hate speech;
- Promote unsafe behavior that involves our customers or other individuals with or without their knowledge;

- Create or manipulate follower counts or engagement on social media platforms by buying followers, using bots to simulate engagement, posting false sponsored content, or through any other method.

You must:

- Comply with [FTC Guidelines Concerning Endorsements and Testimonials](#)
- Review the following materials to better understand your responsibilities when following the FTC Guidelines:
 - [The FTC's Endorsement Guides: What People Are Asking](#)
 - [FTC: The Do's and Don'ts for Social Media Influencers](#)
 - [FTC: Disclosures 101 for Social Media Influencers](#)
 - [FTC: Do you endorse things on social media?](#)

Intellectual Property Usage. We may provide certain logos, text, images, videos, and other materials (“Assets”) directly or through our Affiliate Marketing Platform to facilitate your collaboration with us as an Affiliate of the Company.

You are allowed to:

- Use any of the Company’s Assets that we provide to you for the sole purpose of promoting our products and/or services through this Affiliate Program. Any materials that are not specifically shared in this manner are not allowed to be used as promotion for this Program.
- Use the Company’s Assets on your website or social media pages provided you adhere to the requirements in this Agreement.
- Use the Company’s Assets in posts, captions, headers, or images contained on your website or for platforms such as social media for the purpose of promoting our products and/or services in what would reasonably be considered good taste.
- Resize Company’s logos or images provided you maintain their original aspect ratio.

You are not allowed to:

- Use the Company’s brand name, including any variations, or Assets in the purchasing or naming of web domains, social media handles, pages, groups, profile pictures, promotional materials, or any variation.
- Use your Affiliate Link and/or your Discount Code for the purpose of advertising through a search engine, pay-per-click campaign, on a third-party website, or through any other marketing channel.
- Use foul language or profanity that would detrimentally harm the Company’s brand image or business.
- Advertise or share our products and services or any Company Assets on any site that contains or promotes illegal activities, sexually explicit material, violence, racist, or discriminatory material.

You are required to:

- Make it reasonably clear that you are a third party endorsing and/or promoting our products and services.
- Use due diligence when you are promoting our products so you are not out of alignment with the core values or mission of our Company.

You may request additional Brand Assets and direct any questions regarding use of our Assets to us at chelsea@chelseapeitz.com

Intellectual Property Ownership. You understand and agree that the Company retains all rights, title, and interest to any Assets made available to you under this Agreement, including any business strategies, business practices, and all other proprietary information (collectively, the “Property”) that may become known to you through your position as an Affiliate. Nothing in this Agreement transfers any Property ownership beyond the limited scope described in this section, and we reserve all rights not expressly granted to you. Permission to use our Property in a way that is consistent with the terms of this Agreement does not grant you intellectual property ownership in or the general right to modify the Property, and in no way expands the limited usages provided in this Agreement.

Affiliate Warranties. By entering into this Agreement, you acknowledge and agree that:

- You will participate in our Affiliate Program according to the terms and conditions in this Agreement;
- Your participation in this Affiliate Program does not and will not violate any rules, regulations, licenses, or other contractual agreements;
- You are not legally prohibited from entering into this Agreement;
- You have independently evaluated the desirability of participating in this Affiliate Program based solely on statements contained in this Agreement;
- You will comply with all U.S. import and export restrictions as they may apply to goods, software, technology, and services;
- You are not the subject of U.S. or other sanctions;
- The information you provide in connection with this Agreement is true and accurate.

No Company Warranties. We strive to ensure that information is published correctly on the Website and that the Website is frequently updated so any errors are corrected regularly. However, any of the content on the Website may, at any given time, be incorrect or out-of-date. We reserve the right to make changes to our Product prices, specifications, processes, Promotions, availability, and to the Website as a whole at any time. The Website, its contents and related information, and Products are provided on an “As-Is” basis without any warranties, whether expressed or implied, including without limitation warranties of title; merchantability; fitness for a particular use; or any rights or licenses in this Agreement. The Company makes no warranty as to the accuracy and reliability of information set forth in the Products, the Website, and Company-related documentation and any other Company information.

No Guarantees of Income. While we hope this Affiliate relationship is fruitful for both Parties, we make no claims or guarantees as to the income you will generate or the financial gains you may receive as a result of your participation in this Affiliate Program.

Limitation of Liability. The Company is in no way liable to the Affiliate or any other third party for any and all damages, including but not limited to punitive or exemplary damages or those resulting from gross negligence, relating to this Agreement or Affiliate Program, regardless of whether the Company was advised of such damages, the foreseeable nature of the damages, and the legal or equitable theory upon which the claim for damages is based. As an Affiliate, you are solely responsible for the consequences of your actions and behaviors.

Interruptions. Due to the unpredictable nature of the Internet and technology-based services, your access and use of our Website may at times be interrupted or delayed. Neither the Company nor its service providers make any warranties regarding the accuracy, reliability, or correctness of our Website, domain, and/or other services related to and dependent upon our Website and/or domain. You understand that the Company is not liable for any delays, interruptions, or periods of inaccessibility of the Website and other related services. Rest assured we will work promptly to resolve any technological issues affecting our Company and the use of our Website and/or domain. If you encounter any issues, please let us know at chelsea@chelseapeitz.com. Thank you.

Security. While we take data security very seriously and have taken steps to safeguard all of the information you have shared with us by which you may be personally identified ("Personal Information"), you acknowledge that sharing Personal Information is inherently risky. You understand and agree that we will not be responsible or liable for any losses you may sustain as a result of unauthorized access by a third-party or circumvention of any privacy settings or security measures contained on the Website.

Consent to Use. By submitting reviews, images, comments, testimonials, or tags ("Submissions") to us on any platform including, but not limited to social media and online reviews, you are by default granting us a commercial license and voluntarily releasing us to use your Submissions, including name, image, and likeness, for any reasonable future business use.

Independent Contractor Status. As an Affiliate, you are an independent contractor of the Company, meaning your working relationship with the company is not to be misconstrued as formal employment or a business partnership in any venture. We may request tax information from you for the purpose of income reporting dependent on your earnings, and you agree to provide us with that information immediately upon request.

Term + Termination. This Agreement is effective on the Effective Date and will continue until otherwise terminated. Both Parties reserve the right to terminate this Agreement for any reason at any time without notice. If Agreement is terminated by the Affiliate, all outstanding Commissions due to the Affiliate will be paid after the end of the refund period. If any chargebacks are issued after the Commission is paid, the Affiliate will be issued an invoice for the full amount charged back. Terminating this Agreement does not

terminate any confidentiality, non-disclosure, and/or other existing non-compete agreements between the Parties. If the Agreement is terminated by the Company due to breach by the Affiliate, we reserve the right to retain any unpaid Commission earned that were otherwise owed to the Affiliate.

If an Affiliate Link and/or Discount Code provided to the Affiliate has not been utilized during any consecutive 12 month period, the Company reserves the right to terminate this Agreement due to inactivity. If the Affiliate is terminated due to inactivity and is accepted to be an Affiliate again at some time in the future, only the terms and conditions of the Affiliate Program that are in place at the time you re-join our Affiliate Program will apply.

Changing Terms. We reserve the right to update and revise the terms of this Agreement at any time without notice to you. Your continued participation in our Affiliate Program after we have updated the terms of this Agreement indicates your acceptance and agreement to these changes.

Binding Arbitration. In the event there is a dispute between the Parties that cannot be brought to an amicable mutual understanding, the Parties understand and agree that such dispute will be handled through binding arbitration in alignment with the rules of the American Arbitration Association. The Parties understand that they will be bound by any decision rendered by the arbitrator and/or arbitration proceedings. The arbitration itself will be held in Maricopa County, AZ. If the arbitration is unable to move forward in the designated jurisdiction, the Company will unilaterally elect another venue for the arbitration. The Parties will equally share in the costs and expenses of arbitration and any related proceedings.

Choice of Law. This Agreement and the Parties' relationship are governed by the laws of State of Arizona. In the event of conflicting laws, the laws of state of Arizona will control.

Notice. We may provide notice to you by: (i) sending a message to the email address provided by you, or (ii) by posting to the Website. Notices sent by email will be effective at the time of sending and notices posted to the Website will be effective upon posting. You may provide notice to the Company by certified mail to Chelsea Peitz Consulting 17585 N 96th Way Scottsdale AZ 85255. Notices provided by certified mail will be effective upon actual receipt of the notice.

Indemnification. Any use of our Website is strictly voluntary, and you agree, in all cases, to defend, indemnify, and hold harmless the Company, its affiliates, agents, directors, employees, other representatives, and assigns from against all claims, lawsuits, monetary damages or expenses (including reasonable legal fees), settlements, judgments, awards, and the like arising from or related to your use of our Website and any information contained within, including your failure to secure your login credentials and password.

Non-Disparagement. Affiliates are not allowed to disparage or misrepresent the Company or any of its subsidiaries. This clause will survive termination of the agreement by either party.

Confidentiality. You understand that we may share some information about our products/services, the Company's strategies, the terms of our Affiliate Program, or other information that is not available to the public, confidential, or proprietary in nature (collectively, the "Confidential Information"). You agree to:

- Protect and safeguard the Confidential Information disclosed to you or otherwise made known to you;
- Use the Confidential Information only in connection with the Affiliate Program and in a way that follows the FTC guidelines and terms of this Agreement;
- Refrain from using the Confidential Information in any way that would be detrimental to the Company; and
- Only disclose the Confidential Information to your employees or other representatives on a need-to-know basis.

You understand and agree that your obligations under this provision survive termination of this Agreement by either party.

Severability + No Waiver. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court with jurisdiction, all other provisions set forth in this Agreement will remain valid and enforceable. By failing to enforce any right or provision of this Agreement, we are not waiving the right or ability to enforce the same rights or provisions in the future. Any right or provision in this Agreement will only be considered waived if done so in writing by an authorized representative of the Company.

Force Majeure. For any failure or delay by the Company in approving or requesting revisions to the Deliverables in a timely manner, or in performing any other term of this Agreement, caused by or resulting from acts or circumstances beyond our reasonable control, we will not be liable or responsible to the Affiliate and will not be considered a breach of this Agreement. Such acts or circumstances beyond our reasonable control could include, without limitation, acts of God, fire, flood, earthquake, natural disasters, cyber-attacks, terrorism, revolution, insurrection, civil unrest, national emergency, epidemic, pandemic, labor disputes, supply chain restraints or delays in obtaining suitable materials, materials breakdown, telecommunications breakdown, or power outage.

Transfer + Assignment. You may not transfer or assign any of your rights under this Agreement to any third party without the express written consent of the Company.

Headings for Convenience Only. The headings in this Agreement are included for convenience and reference, and are not meant to describe, define, or limit the scope or intent of any provision.

Acceptance of Agreement. By applying to participate in our affiliate program you are agreeing to be bound by these terms & conditions.

Entire Agreement + All Rights Reserved. In concluding this Agreement, you understand and acknowledge that this Agreement constitutes the final agreement and supersedes all previous conversations,

understandings, and agreements. The Company reserves any and all rights not expressly granted in this Agreement.