

The Dating Divas Referral Partner Program

Terms of Agreement

Here at the Divas, we love our Referral Partners, and we want your experience with The Dating Divas Referral Partner Program to be an amazing one from the start! We work hard to make sure the Program is beneficial to you, and we love working closely with you to make the program fun and engaging! That being said, we do have to lay out a few ground rules for those of you Partnering with us.

If you have any questions, please don't hesitate to let us know. We believe in open and honest communication. You can reach us via email at divas@thedatingdivas.com, or in the private Facebook Group.

Best regards,

Jessica Scully

The Dating Divas

Referral Partner Program Manager

REFERRAL PARTNER AGREEMENT

This is a legal agreement between you and The Dating Divas. By submitting the online application to our Referral Partner Program, you are agreeing that you have read and understand the terms and conditions of this agreement and that you agree to be legally responsible for each term and condition. This Agreement will begin upon our acceptance of your Partner application, and will continue unless terminated hereunder.

1.The Dating Divas Affiliate Agreement

This agreement describes the terms and conditions for participation in The Dating Divas Partner Program. In this agreement, the term "Partner" refers to you (the applicant). In this agreement, The Dating Divas (The Divas) refers to us, the product owner and publisher.

The Dating Divas Partner Program is administered in-house, through our own internal affiliate system.

2. Modification

We may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but are not limited to, changes in the scope of available referral fees, fee schedules, payment procedures and Partner Program rules. If any of the modifications are unacceptable to you, you are welcome to terminate this Agreement. If you continue participating in the program, it will be considered as your acceptance of the change.

3. Enrollment

To enroll in the Referral Partner Program, you must submit an online application and be approved by the Program Manager. Applications are processed within 3 days of receipt and applicants will be notified of their acceptance status as soon as possible via e-mail.

4. Referral Partner Portal/Links

You will be issued credentials to login to The Divas Partner Portal once you become an approved member of Program. Your credentials will be unique to you and you only. The Portal will provide you with access to your unique tracking links, which will allow you to be paid for affiliate referrals.

5. Commissions

New Partners receive 20% of gross revenue on any sale as a commission from orders placed through properly coded affiliate links (unless noted otherwise for a particular product). Once a Partner has sold 50 products, they receive an increase to 30% commission from orders placed through properly coded affiliate links. Once a Partner

has sold 100 products, they receive an increase to 50% commission from orders placed through properly coded affiliate links. The Dating Divas commissions may increase during limited time special promotions, or for particular product promotions, but they will return thereafter to the regular commission rate for that Partner.

For a sale to generate a commission to a Partner, the customer must remit full payment for the product ordered through The Dating Divas secure online store. The Dating Divas do not pay commissions for leads, only sales. Commissions will only be paid on sales that are made when the customer clicks through qualified, correctly structured Partner links. Properly coded links are the sole responsibility of the Partner.

6. Payment

The Dating Divas pays Partners via their PayPal account, provided upon application. If the PayPal email changes, it is the responsibility of the Partner to notify The Dating Divas at divas@thedatingdivas.com to ensure proper commission payments. We will not resend payments returned due to incorrect payment email addresses.

7. Order Fulfillment

The Dating Divas will be solely responsible for processing every order placed by a customer via Partner links. Partners are not authorized to collect payments or sell any Dating Divas products as a "reseller" and no "resale" rights are granted in ANY way. Partners are not authorized to sell any of these products on Ebay or other auction sites. Partners are not authorized to give away copies of any of these products, unless part of a previously agreed upon promotional giveaway in conjunction with The Dating Divas. The Dating Divas will also be solely responsible for all customer service inquiries. All Partners understand and acknowledge that all products are downloads and no physical products will be shipped.

Customers who purchase products and services through The Dating Divas Referral Partner Program will be deemed to be customers of The Dating Divas. Accordingly, all rules, policies, and operating procedures concerning customer orders and service will apply to those customers. We may change our policies and operating procedures at any time. Prices and availability of our products and services may vary from time to time. The Dating Divas policies will always determine the price paid by the customer.

8. Qualifying Sites

The Dating Divas reserves the right to refuse any site entry into The Dating Divas Referral Partner Program based on site content. Sites that do not qualify for the Partner Program include sites which:

- Promote sexually explicit materials
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote illegal activities

- Are not fully developed or do not have a clear theme or niche
- Infringe or otherwise violate any copyright, trademark, or other intellectual property rights of TheDatingDivas.com or any other site
- Contains software downloads that potentially enable diversions of commission from other affiliates in our program.

9. Permitted Usage

Referral Partners are permitted to use the graphical banners and design resources located at <http://thedatingdivas.affiliatedash.com/aff/promo>. If a specific size banner ad is not available, the Partner may contact the Partner Program Manager at divas@thedatingdivas.com and request a new banner graphic be added to the available resources.

TheDatingDivas.com reserves the right, at any time, to review your placement and approve the use of your links and require that you change the placement or use to comply with the guidelines provided to you.

The maintenance and the updating of your site is your responsibility. We may monitor your site as we feel necessary and notify you of any changes that we feel should enhance your performance.

It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

TheDatingDivas.com reserves the right to terminate this Agreement and your participation in the The Dating Divas Referral Partner Program immediately and without notice to you should you commit fraud in your use of the The Dating Divas Referral Partner Program or should you abuse this program in any way. If such fraud or abuse is detected, The Dating Divas shall not be liable to you for any commissions for such fraudulent sales.

10. Prohibited Usage

The following cases prohibited and are grounds for immediate termination of the affiliate account.

- Affiliates MAY NOT use The Dating Divas logo, logo marks or other Dating Divas website/branding imagery in a header graphic or in any way as to indicate they are officially partnered with The Dating Divas
- Affiliates MAY NOT use Tara Carson's photo or name in their advertising- on Facebook, Google, or anywhere else. We will terminate this Agreement and

participation in the The Dating Divas Referral Partner Program immediately if this occurs.

- Affiliates MAY NOT use "The Dating Divas" in your domain name. "The Dating Divas" is registered trademark. Affiliates MAY NOT use the term "Dating Divas" in ANY variation in their site URL ex. (thedatingdivas.net, datingdivasdateideas.com, dating-divas.com, etc)
- Partners MAY NOT promote coupons on The Dating Divas' products that were not provided to them personally by TheDatingDivas.com
- Partners MAY NOT host or promote "coupon stacking" sites where customers may combine coupons to receive additional discounts
- No fake review sites. If you put up a review of a Dating Divas product, and you use your tracking link, you MUST disclose you are a Partner, and you will be compensated if the reader buys through your links.

11. The Dating Divas Anti-Spam Policy

The Dating Divas strictly prohibits Partners from using spam e-mail and other forms of Internet abuse (including spamming forums, blogs, Twitter, Facebook and other social media outlets) to seek sales. We have a zero tolerance policy for this behavior and will terminate your Agreement and your participation in the The Dating Divas Referral Partner Program immediately. Spam is defined as including, but not limited to, the following:

- Electronic mail messages addressed to a recipient with whom the sender does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient through an opt in subscription;
- Messages posted to forums, Twitter, Facebook and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated newsgroups, posted in excessive volume, or posted against forum/message board rules. Be conscious of forum rules! If a forum owner or moderator complains that an Partner has spammed, the Partner account may be permanently terminated after investigation.
- Content posted on free blog websites for the sole purpose of keyword spamming, or comments posted to legitimate blogs that violate the comment policy of the blog owner;
- Solicitations posted to chat rooms, or to groups or individuals via Internet Relay Chat or "Instant Messaging" system;
- Certain off-line activities that, while not considered Spam, are similar in nature, including distributing flyers or leaflets on private property or where prohibited by applicable rules, regulations, or laws.

The Dating Divas may undertake, at its sole discretion and with or without prior notice, the following enforcement actions:

- Account Termination: Upon the receipt of a credible complaint, the Dating Divas Partner Program Manager may investigate the complaint, and if

necessary, will then terminate the Referral Partner account of the individual implicated in the abuse. Termination results in the immediate closure of the member and Partner account, the loss of all referrals, and the forfeiture of any unpaid money on account. If you wish to report a violation of our Anti-Spam Policy, please forward all relevant evidence to our customer service department at divas@thedatingdivas.com.

12. Relationship of Parties

Referral Partners are independent contractors. This agreement does not create any joint venture, agency, franchise, sales representative, or employment relationship between the parties. Partners have no authority to make or accept any offers or representations on our behalf. Partners will not make any statement, whether on their sites or otherwise, that reasonably would contradict this statement.

13. Term and Termination

The term of this Agreement will begin when you accept and will end when terminated by either party. Either The Dating Divas or the Referral Partner may terminate this Agreement at any time, with or without cause. Upon the termination of this Agreement for any reason, all licenses granted hereunder shall immediately terminate and you will immediately cease use of, and remove from your website all links to the Dating Divas website, all Gravity Forms trademarks and logos, other Dating Divas marks and all other materials provided in connection with this program.

14. Limitation of Liability

The Dating Divas will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, expenditures 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 the affiliate under to this Agreement.

15. Disclaimers

We make no express or implied warranties or representations with respect to the Partner Program or a Partner's potential to earn income from the Partner Program. In addition, we make no representation that the operation of the websites or the Partner links will be uninterrupted or error-free, and The Dating Divas will not be liable for the consequences of any interruptions or errors.

16. Miscellaneous

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.

If any of the provisions of this Agreement are determined by a court to be unenforceable, they shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

By signing up with the The Dating Divas Referral Partner Program, you acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee or statement other than as set forth in this agreement.

Last revision: 1/17/17