



## **Koi CBD Affiliate program Terms & Conditions**

The following Terms and Conditions constitute a legal agreement between Koi CBD and you ("affiliates"). By signing up to be an Affiliate in the Koi CBD Affiliate program ("program") you agree to be bound by the following Terms and Conditions. Please ensure that you read them carefully prior to signing up.

At Koi CBD, our affiliates are very important to us. We do our best to treat you with fairness and the respect you deserve. We simply ask the same consideration of you. We have written this affiliate agreement with you in mind, as well as to protect Koi CBD's excellent brand reputation.

*If you have any questions, please don't hesitate to email us at [affiliates@koicbd.com](mailto:affiliates@koicbd.com)*

### **Definitions:**

"Agreement" - the contents of the contract between Koi CBD and the Affiliate in respect to the program.

"program" - The affiliate program as set out on the Site and is governed by this Agreement.

"Affiliate" - Party who agrees to take part in the program.

"Link" - HTML link provided to the Affiliate to link to the Affiliate's website to the Site.

"Site" - [www.koicbd.com](http://www.koicbd.com) website.

## **1. The Agreement**

**1.1.** An affiliate must provide full legal name, valid address, e-mail address and any other information requested in order to create an affiliate account.

**1.2.** Koi CBD reserves the right to update and change the Terms from time to time without notice.

**1.3.** Any modifications or changes to the program shall be the subject to these Terms.

**1.4.** Affiliates may not use the program for any illegal or unauthorized purposes.

Violation of these Terms and Conditions may result in suspension of your right to be an affiliate and may result in lost commissions and/or removal from the program.

## **2. Modification of Koi CBD Affiliates program Terms and Conditions**

Koi CBD reserves the right to modify or otherwise change the Terms and Conditions of the Agreement at any time. In the case of any modifications to the Terms and Conditions in this Agreement, the affiliates will be notified by email. If the affiliate refuses to accept any modification, the affiliates's only option is to terminate the Agreement.

## **3. Affiliates Account**

In order to join the KOi CBD affiliates network (powered by Refersion), the affiliates must complete and submit the online application and create a login and password located at <https://koicbd.refersion.com>. From this account the affiliates will be able to track and view sales, and receive commission payments.

## **4. Legitimate Methods of Advertising**

**4.1.** Affiliate is permitted to use links, discount codes (1 time use), any related banners, or text advertisements provided by Koi CBD through its affiliates program.

**4.2.** Affiliates should follow the advertisement guidelines provided within the welcome packet provided by Koi CBD for all wording and descriptions of Koi

CBD products. Koi CBD reserves the right to take legal action against any affiliates that misrepresent or miscommunicate the products to their audiences.

**4.3.** All promotions should include the offer, discount code (if applicable), specific link provided by Koi CBD affiliates program and offer expiration date (if applicable).

**4.4.** Affiliates must remove invalid codes and banners from their website, social media accounts or email offers once they become outdated or are no longer working.

**4.5.** Affiliates coupon codes and links are not to be promoted on third party websites such as coupon databases.

**4.6.** Any sales that have been generated through improper promotion will result in loss of commission.

**4.7.** Koi CBD reserves the right to take legal action against any affiliates that commit fraud or refuses to comply with the Terms and Conditions set forth in the Agreement.

**4.8.** Affiliates are not allowed to promote sexually explicit materials

**4.9.** Affiliates are not allowed to promote violence of any kind

**4.10.** Affiliates are not allowed to promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

**4.11.** Affiliates are not allowed to promote illegal activities

**4.12.** Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

## **5. Copyrighted Material**

Affiliates are responsible for ensuring that product descriptions and images comply with all applicable copyright, trademark, data protection, any intellectual property rights or any other applicable law. Koi CBD will not be responsible if an affiliate uses another party's copyrighted material in violation of the law.

## **6. Payments**

**6.1.** Affiliates shall receive a commission for referring authorized sales via links provided by Koi CBD affiliates program to Koi CBD's website. The customer must make a purchase by clicking the link on the affiliate's website within **30 days** of the initial click-through.

**6.2** All affiliate payments will be made on the first Monday of every month after an affiliate has been approved for 30 days. For example.. If an affiliate gets approved on the 15th of April, their first affiliate payment will be issued on the first Monday in June. (Ex. Commissions made April 15th through June 1st). From there, all payments will be made on a normal monthly system paying out on the first Monday of every month. **Payouts will only occur after an affiliate has reached over \$50.00 worth of commissions.** For example, if during the month of July, an affiliate only makes \$35.00 of commissions, they will not be paid out on the first Monday of August. They must wait until their commissions cumulate to \$50 and will be paid out at the next scheduled payment.

**6.3.** The commission is based on the net price (net of any discounts provided to the customer) of the product that is sold.

**6.4.** Commission rates may be changed at any time by Koi CBD and current applicable commission rates may be viewed by logging into an affiliates account.

**6.5.** It is the affiliates ongoing responsibility to determine whether a payout associated with any particular link provided has been discontinued by Koi CBD. Koi CBD is not responsible for any lost revenue or incurred costs as a result of an affiliates using an invalid link.

**6.6.** The commission is paid only on links that can be tracked and reported by Koi CBD affiliates program systems powered by Refersion. In order for Refersion to properly track any referral, the customer must have their cookies enabled on their web browser. Koi CBD is not responsible for any lost revenue or incurred costs as a result of customers not having their cookies enabled at the time they make a purchase.

**6.7.** Refunded payments do not qualify for commission fees. To the extent a customer receives a refund, no commission shall be paid to the affiliates. **We reserve the right to reverse commissions due to refunded payments and erroneous subscription crediting.** Commissions are paid out via PayPal. It is

your responsibility to ensure your PayPal account details are accurate and up-to-date in order to receive payment.

**6.8.** For Standard and Elite Affiliates, payments will be made via Paypal. In order for the affiliate to be paid on approved commissions, the affiliate will need to link their Paypal account email into Refersion under > Dashboard > Settings > Payment Settings.

**6.9.** Affiliates are allowed to convert a commission sale on Subscription orders placed at koicbd.com but are **limited to two (2)** total Subscription occurrences per customer. After the second subscription order, your commission will automatically be denied.

## **7. Koi CBD Obligations**

Koi CBD agrees to undertake the following obligations:

**7.1.** Providing the affiliates with promotional materials, such as links, coupon codes, photo/video assets and any other graphic materials Koi CBD, in its own discretion, believes necessary to properly promote its products.

**7.2.** Processing all orders for Koi CBD products sold via the affiliates links.

**7.3.** Tracking sales generated via the affiliate links.

**7.4.** Providing timely payment processing, cancellations, returns and other related customer service activities for Koi CBD products sold via the affiliates links.

## **8. The License**

**8.1.** Koi CBD grants to the affiliates a non-exclusive, non-transferable, revocable right to access the Koi CBD site through certain links provided to the affiliates by Koi CBD via Reversion in accordance with the Terms and Conditions of this Agreement and in connection with any promotional materials provided and authorized by Koi CBD.

**8.2.** Affiliates cannot modify or change any materials provided by Koi CBD in any way.

**8.3.** Both parties agree not to use the other party's materials in any manner that could be construed or considered to be misleading, or disparaging or otherwise portrays the other party in a negative light.

**8.4.** Any inappropriate use of the promotional material may be the cause for immediate termination of the Agreement.

## **9. Liability**

Koi CBD will not be liable to the affiliates for defects in the service provided by Refersion, access interruptions to the service, loss of data via the information handling system or viruses, loss of profits, or any loss caused by any third party by deleting, removing, deactivating or tampering with the affiliates tracking service or any other consequential loss, whether arising from neglect, error or breach of contract.

## **10. Termination**

The Term of the Agreement shall commence upon Koi CBD acceptance of the affiliates Koi CBD affiliates program application and can be terminated by either party. Affiliation can be ended with or without cause at any time, by one party providing the other party notice of termination in the form of e-mail. Upon termination of the Agreement, the affiliates will remove all links to Koi CBD website, as well as any and all banners and/or graphic images provided to affiliates in connection with the Koi CBD affiliates program.

## **11. Limitations of Liability**

We will not be liable to you with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory for any indirect, incidental, consequential, special or exemplary damages (including, without limitation, loss of revenue or goodwill or anticipated profits or lost business), even if we have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall merchant.com's cumulative liability to you arising out of or related to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total commission fees paid to you under this agreement.

## **12. Indemnification**

You hereby agree to indemnify and hold harmless Koi CBD, and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements,

costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

### **13. Confidentiality**

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.