

Thank you for considering the KelB affiliate program. Our affiliates are very important to us. This agreement is designed with you in mind, as well as protecting you, KelB Beauty and our customers. Please read thoroughly. If you have any questions, please contact us at sales@kelb-beauty.com.

## Affiliate Agreement

As an authorized affiliate (Affiliate) of KelB Beauty, LLC, (KelB Beauty), you agree to abide by the terms and conditions contained in this Agreement (Agreement). Please read the entire Agreement carefully before registering and promoting KelB Beauty as an Affiliate.

This agreement describes the terms and conditions for participation in the KelB affiliate program. In this agreement, the term "Affiliate" refers to you (the applicant). In this agreement, "KelB Beauty" refers to KelB Beauty, LLC., a North Carolina company, with whom you are entering this agreement. By applying to the KelB affiliate program you are confirming that you have read the agreement and agree to the terms and conditions.

Your participation in the Program is solely to legally advertise our website to receive a commission on products purchased by individuals referred to our website (<https://Kelb-beauty.com>) by your own website or personal referrals.

## Approval or Rejection of Application

We reserve the right to approve or reject ANY Affiliate Program Application in our sole and absolute discretion. You will have no legal recourse against us for the rejection of your Affiliate Program Application.

Affiliate Programs

There are two types of Affiliate programs with KelB Beauty: one-time affiliate program and recurring affiliate program.

## Commissions (Payment & Refunds)

Commissions will be paid once a month. For a sale to generate a commission to an Affiliate, the customer must complete the order form and remit full payment for the product. Commissions will only be paid on sales that are made when the customer clicks through qualified, correctly structured Affiliate links. Properly coded links are the sole responsibility of the affiliate. Coded links and commissions can be viewed on the Affiliate Dashboard.

You cannot refer yourself, and you will not receive a commission on your own accounts.

If the Affiliate is on a **one-time payment option (10% commission)**, they will receive a commission for each first signup purchases, which will be equivalent to one commission per referral. If someone clicks on your referral link and places multiple orders, then you will receive a commission on the first order only.

If the Affiliate is on a **recurring payment schedule (8% commission)**, they will continue to accumulate commissions for each paid transaction by the customer for as long as the customer remains a paying customer.

An Affiliate can request a payment when their balance reaches a minimum balance of \$50 USD. Payments can be requested every 30 days. Payment processing can take up to 20 days from the request date. Payments will generally be paid out via PayPal or Checks.

In the event a customer requests a refund for a transaction for which the Affiliate has earned commissions, any commissions earned on the refund amount will be deducted from the Affiliate's balance.

Payments will only be sent for transactions that have been successfully completed. Transactions that result in chargebacks or refunds will not be paid out.

## Usage and Obligations

Affiliates are permitted to use the KelB Beauty brand and marketing resources. Logos and other assets cannot be modified. The Affiliate does not gain any trademark, copyright or any other rights to these materials.

The Affiliate will never imply that they are acting on behalf of KelB Beauty and will never bid for advertisements that compete with KelB Beauty.

The Affiliate will never represent themselves, KelB Beauty or their relationship with KelB Beauty in a false or misleading way.

The Affiliate will not engage in the distribution of an unsolicited bulk email (spam) mentioning or referencing KelB Beauty.

## Affiliate Links

You may use graphic and text links both on your website and within in your email/text messages. You may also advertise the KelB Beauty site in online and offline classified ads, magazines, and newspapers.

You may use the graphics and text provided by us, or you may create your own as long as they are deemed appropriate according to the conditions and not in violation of any terms outline in this agreement.

## Coupon and Deal Sites

KelB Beauty occasionally offers coupon to select affiliates and to our newsletter subscribers. Affiliates are allowed to promote the coupon. Below are the terms that apply for any affiliate who is considering the promotion of our products in relation to a deal or coupon:

- Affiliates may not use misleading text on affiliate links, buttons or images to imply that anything besides currently authorized deals to the specific affiliate.
- Affiliates may not bid on KelB Beauty Coupons, KelB Beauty Discounts or other phrases implying coupons are available.
- Affiliates may not generate pop-ups, pop-unders, iframes, frames, or any other seen or unseen actions that set affiliate cookies unless the user has expressed a clear and explicit interest in activating a specific savings by clicking on a clearly marked link, button or image for that particular coupon or deal. Your link must send the visitor to the merchant site.
- User must be able to see coupon/deal/savings information and details before an affiliate cookie is set (i.e. "click here to see coupons and open a window to merchant site" is NOT allowed).
- Affiliate sites may not have "Click for (or to see) Deal/Coupon" or any variation, when there are no coupons or deals available, and the click opens the merchant site or sets a cookie. Affiliates with such text on the merchant landing page will be removed from the program immediately.

## Liability

KelB Beauty will not be liable for indirect or accidental damages (loss of revenue, commissions) due to affiliate tracking failures, loss of database files, or any results of intents of harm to the Program and/or to our website(s).

We do not make any expressed or implied warranties with respect to the Program and/or the memberships or products sold by KelB Beauty. We make no claim that the operation of the Program and/or our website(s) will be error-free and we will not be liable for any interruptions or errors.

## Term of the Agreement

The term of this Agreement begins upon your acceptance in the Program and will end when your Affiliate account is terminated.

The terms and conditions of this agreement may be modified by us at any time. If any modification to the terms and conditions of this Agreement are unacceptable to you, your only choice is to terminate your Affiliate account.

Your continuing participation in the Program will constitute your acceptance of any change.

## Termination

Either party has the right to terminate the agreement immediately without prior notice. Your affiliate application and status in the Program may be suspended or terminated for any of the following reasons:

- Inappropriate advertisements (false claims, misleading hyperlinks, etc.).
- Spamming (mass email, mass newsgroup posting, etc.).
- Advertising on sites containing or promoting illegal activities.
- Failure to disclose the affiliate relationship for any promotion that qualifies as an endorsement under existing Federal Trade Commission guidelines and regulations, or any applicable state laws.
- Violation of intellectual property rights. KelB Beauty reserves the right to require license agreements from those who employ trademarks of KelB Beauty in order to protect our intellectual property rights.
- Offering rebates, coupons, or other form of promised kick-backs from your affiliate commission as an incentive. Adding bonuses or bundling other products with KelB Beauty, however, is acceptable.
- Self referrals, fraudulent transactions, suspected Affiliate fraud.

In addition to the foregoing, KelB Beauty reserves the right to terminate any Affiliate account at any time, for any violations of this Agreement or no reason.

If the Affiliate terminates the agreement, no further commissions from KelB Beauty will be paid for any past or future customer transactions.

If KelB Beauty chooses to terminate the agreement, any balance greater than \$25 USD will be paid to the affiliate within 60 days of termination. Balances that are smaller than \$25 will be forfeited.

If the Affiliate is on a recurring program, KelB Beauty will not be obligated for any future payments after termination.

## Indemnification

Affiliate shall indemnify and hold harmless KelB Beauty and its affiliate and subsidiary companies, officers, directors, employees, licensees, successors and assigns, including those licensed or authorized by KelB Beauty to transmit and distribute materials, from any and all liabilities, damages, fines, judgments, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or related to any and all claims sustained in connection with

this Agreement due to the negligence, misrepresentation, failure to disclose, or intentional misconduct of Affiliate.

## **Governing Law, Jurisdiction, and Attorney Fees**

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of North Carolina. Any dispute arising under or related in any way to this Agreement shall be adjudicated exclusively in the state courts located in Guilford County, North Carolina.

In the event of litigation to enforce any provision of this Agreement, the prevailing party will be entitled to recover from the other party its costs and fees, including reasonable legal fees.

## **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 not limited to changes in the scope of available commissions, commission schedules, payment procedures and Affiliate Program rules.

## **Electronic Signatures Effective**

The Agreement is an electronic contract that sets out the legally binding terms of your participation in the KelB affiliate program. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by completing the Simple Affiliates and/or KelB Beauty affiliate application process. This action creates an electronic signature that has the same legal force and effect as a handwritten signature.