

## **TJ Nutrition® Affiliate Partner Agreement**

### **FOREWORD**

Thank you for your interest in joining our affiliate partner program. Please take the time to review the TJ Nutrition® Affiliate Partner Program terms and conditions.

**THIS IS A LEGAL AGREEMENT BETWEEN YOU (the affiliate) AND TJ NUTRITION, LLC. PLEASE REVIEW ALL CLAUSES CAREFULLY.**

**BY SUBMITTING AN APPLICATION, YOU (the affiliate) AGREE THAT YOU HAVE READ AND UNDERSTAND THIS DOCUMENT AND AGREE TO ALL TERMS WITHIN.**

### **OVERVIEW**

This agreement outlines the terms and conditions that the partnership between TJ Nutrition® and the affiliated party, for the purposes of promotion of TJ Nutrition®. Hereinafter, the terms “we,” “us,” and “our” refers to TJ Nutrition®, and the terms “you,” “you're,” and “yours” refers to the affiliate.

### **YOUR OBLIGATIONS:**

1. We expect our partners to monitor their published content and be responsible when making posts. Even after approval, we reserve the right to audit your site for content we do not want to be associated with and terminate this Agreement as a result. This can include, but is not limited to...
  - Violence, and/or the promotion of violence against any individual.
  - Sexually explicit content.
  - Discrimination based on age, race, gender, etc.
  - Incorporates any sort of copyrighted material that you are using without the expressed permission of the copyright holder.
  - Misleads consumers of TJ Nutrition® products in any way, shape or form.
  - Promotion of illegal activities.
  - Promotion of “malware” and other software intended to cause harm to users of TJ Nutrition® website.
2. You agree to publish a piece based around a product of TJ Nutrition® and track users and sales through the use of Refersions software.
3. Promotions should include the offer, coupon code, and offer expiration date. Publishers must remove invalid or expired coupon codes, or make it clear to readers that the code is expired. Coupon codes expire 6 months after the date issued. For a new coupon code, please email us at [orders@tjnutrition.com](mailto:orders@tjnutrition.com).
4. You agree that all content about our product follows any and all laws and regulations pertaining to the promotion of the product. We are not liable for any legal trouble resulting from the false promotion of the product, and if we see any language pertaining to the product that violates any law or regulation pertaining to the content, the agreement

is rendered null and void.

5. You agree that any and all promotion of the company is limited to a method of distribution that we agree upon (such as your blog, YouTube, Podcast, etc.). Promotion of the company and its products through any other channel is not permitted. Also, it must be clear that your post is a sponsored promotion of the products, and any attempts to mislead as to our involvement will result in termination.
6. A third party service (Refersion) will be used to provide commission based on this partnership. It is recommended by us that you also familiarize yourself with their terms and conditions. [www.refersion.com](http://www.refersion.com) We are not liable for any damages that result in a breach of this third parties terms and conditions.
7. You agree that, in the event that any law or regulation is broken via violation of this policy, TJ Nutrition® and its partners are not legally liable for any damages. Additionally, TJ Nutrition is not liable for any taxes that result in compensation of the agreement and does not claim to offer any sort of tax help based on the receipt of commission. All taxes are your sole responsibility.
8. It is agreed that you, and only you, are in control of your relevant accounts pertaining to this agreement. We are not liable for any damages caused by loss of account or breach due to a malicious party, and we require a written warning if the user believes that their account has experienced a breach.
9. You agree to potentially receive marketing messages from TJ Nutrition®, including emails, newsletters, and other correspondence. However, these can be opted out at any time, by following the instructions outlined in said marketing correspondence.
10. You agree that your sites privacy policy is available to all visitors upon request, and the policy does not violate any laws pertaining to data use. The usage of data by you must be disclosed, along with any third party applications or cookies used.
11. If your account does not generate additional revenue or is left with a negative balance for six months, then it shall become a dormant account, and terminated (if/when the balance is zero).

## **OUR OBLIGATIONS**

1. We agree to provide compensation for this program based on sales driven through the special code linked to the site.
2. We will provide information about the product and company, upon request, in order to help generate the content piece.
3. We also reserve the right to connect to your content on our social platforms, and to identify you as a “TJ Nutrition® Affiliate Partner.”
4. We reserve the right to update this agreement at any time for any reason. If/when we do, you will receive an email to the address you provide with the updated terms and conditions. Upon receipt of the new terms and conditions, you are assumed to be bound by the updated terms and conditions.
5. We grant you the non-exclusive, non-transferable right to utilize an HTML link to our

website. It is understood that the right to use this link is only to be used by the parties mentioned in this agreement, and no other parties.

6. We reserve the right to issue chargebacks on your account based on previously paid commissions. This will only happen in the case of 1. Product returns 2. Payment refund/disputes 3. Invalid transactions 4. Violation of Refersion policies.
7. We shall provide you with tracking services and reporting tools through a third party outlet (Refersion). We again request that you review their policies and terms of service.
8. It is understood that any and all data collected as a result of this partnership belongs solely to TJ Nutrition® , and the affiliate does not have the right to sell the data to third parties.
9. If you need support or have any questions regarding the program, we are available via email (orders@tjnutrition.com), or phone (630) 447-8320), or any other reasonable medium.
10. In the event of any claim made against TJ Nutrition®'s intellectual property, or our right to sell goods/services, we reserve the right to attempt to either 1. settle said dispute against our IP/goods and service. 2. Modify/replace in order to resolve the infringement at our expense. This is at our sole discretion.

## **TERMINATION**

The agreement may be terminated by either party with no reason given. A notice of termination must be sent through either email or a letter directed to TJ Nutrition®. Upon receipt and reading of the notice, the agreement is terminated immediately, and any unpaid compensation will be paid within one month. We also reserve the right to terminate this agreement if the terms and conditions are not followed. If a termination results from a breach of this agreement, then our financial compensation to you is no longer valid.

## **MISCELLANEOUS**

1. It is understood that any and all titles are for the ease of navigation, and do not have any effect on the presumed powers of this document.
2. The relationship between parties in this agreement is of an independent contractor. You do not claim any sort of ownership or partnership in the company, and it is understood that any other parties with similar agreements with TJ Nutrition® are, by no means, legally bound to form a partnership or other business relationship. You, as an independent contractor, waive any claims to ownership to any of TJ Nutrition®'s intellectual property or business assets.
3. Force Majeure. If either party in this contract finds itself unable to fulfill its obligations due to any force outside of their reasonable control, then neither party is liable for it. This includes, but is not limited to, failure of electric or internet services, floods, earthquakes, extreme weather patterns, acts of war, terrorism, death, or the complete collapse of modern civilization.
4. If any clause of this agreement is found to be against the law by a jury or court, then that clause is rendered null and void. The other, unaffected clauses, however, remain in full

effect.

5. This agreement is bound by the laws of the United States of America, and the laws of our home state (Texas). In the event of a dispute regarding the agreement, both parties agree that the claim is to be settled by arbitration at each party's expense.

## **FINAL NOTICES**

1. By accepting this agreement and submitting an application, the affiliate understands that they have read the terms and conditions and that they are of sound mind and judgment, and they solely decided to enter into this agreement and were not forced by any party.
2. You hereby agree to be bound to the clauses outlined in this document, and that you understand the agreement and terms.
3. TJ Nutrition®'s liabilities are limited to the payouts under this agreement in the year preceding the claim. Neither party shall bring about an action, proceeding, or suit against the other within a year after the termination of this agreement.
4. We hereby agree to follow through our responsibilities outlined in this terms of service and promptly notify you of any changes made to the agreement.
5. By agreeing to these terms, the party verifies that they are 18 years of age or older. If this claim is found to be false in the future, then the agreement is immediately terminated.
6. The effective date of this agreement is when the application is approved by us.

## **AFFILIATE PARTNER COMMISSIONS**

"TJ Nutrition® Affiliate Partners" will be paid the following commission percentages on or about the 30th day of each month after the end of the month. The following percentages will be multiplied by the total sales of TJ Nutrition® products tracked by TJ Nutrition® as generated by the Affiliate Partner promotion within a given month including recurring revenues, refunds, chargebacks, and returns.

### **Base Commission: 15%**

Extra Commissions for exceeding total sales numbers. (These extra commissions will only apply for the months in which the Affiliate Partners total sales exceed the total sales numbers below.)

**For monthly sales of \$ 1000+: commision rate is 17% for all sales for that month**

**For monthly sales of \$ 2000+: commision rate is 19% for all sales for that month**

**For monthly sales of \$ 4000+: commision rate is 21% for all sales for that month**

**For monthly sales of \$ 8000+: commision rate is 23% for all sales for that month**

For months where commissions due to Affiliate Partner are less than \$50, said fees will be rolled forward and added to the next month's commissions and paid when the Affiliate Partner commision due has exceeded \$50.

In the event of a dispute between TJ Nutrition® and Affiliate Partner regarding the amount due

under this Agreement (including in connection with the failure of third party's tracking system), Affiliate Partner agrees that TJ Nutrition's conclusion regarding Affiliate Partner Referrals and Affiliate Partner sales will be final and binding.

**By checking this box I confirm I have read, understand, acknowledge and accept the TJ Nutrition® Affiliate Partner Agreement and I agree to be bound by its terms.**