

## **AFFILIATE AGREEMENT (the “Agreement”)**

### **LightSome Hearts LLC Affiliate Program**

This Agreement is by and between LightSome Hearts LLC (hereinafter referred to as the “Company”, “We”, “Us” and/or “Our”) and the Affiliate - you, the party who has signed up for the Affiliate Program (hereinafter referred to as the “Affiliate” and/or “You”). The Company and the Affiliate will collectively be referred to herein as the “Parties”.

**Please read this Agreement in its entirety so you understand how our Affiliate Program works. By signing up for, participating in, or in any way associating with, the Affiliate Program you hereby understand and agree to the following:**

#### **Definitions:**

**“Company”, “We”, “I”, “Our”, or “Us”** means LightSome Hearts LLC.

**“Participation”, “Participating”, “Using”, or “Use”** means signing up for, implementing, trying, associating with, or otherwise engaging in the Program.

**“Program”** means LIGHTSOME HEARTS LLC AFFILIATE PROGRAM.

**“Affiliate”, “You”, or “Your”** means the person using the Program.

## **1. LightSome Hearts LLC Affiliate Program Description**

This Agreement describes the terms and conditions for participation in the LightSome Hearts LLC Affiliate Program (the “Program”). The Program is meant to help spread the word about the programs, products, services, memberships, and opportunities offered by LightSome Hearts LLC.

## **2. Changes to this Agreement**

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 or percentages, fee schedules, payment procedures and Program rules. If any of the modifications are unacceptable for you, you may terminate this Agreement by emailing Collene (Lena) Griffith Kuznicki at [lena@lightsomehearts.com](mailto:lena@lightsomehearts.com). Continued participation in the Program will be considered your acceptance of any and all change(s) to this Agreement.

## **3. Becoming an Affiliate (Enrollment)**

To enroll in the Program, you must register through the LightSome Hearts LLC Affiliate Program form. You must provide your complete first and last name, a working email address, and a valid Paypal email address for payment. You must agree to receive emails from LightSome Hearts LLC. You must also read and agree to this Affiliate Program Agreement. You will be notified by email of your application status as soon as possible after your information is reviewed.

## **4. Your Affiliate URL (Unique Link)**

You will be issued a unique URL (your “Affiliate link”) once you become an approved Affiliate of the Program. Your Affiliate Link will be unique to you and you only, and will allow you to be paid for affiliate referrals.

## 5. Affiliate Commission

As an Affiliate, you will receive **up to 40%** of the lifetime revenue as a commission from orders placed and paid for through your (properly coded) Affiliate link. If commission rates are ever increased at any time (for example, for a special promotion or sale), your commission will default back to the regular amount after that promotion has ended.

Commission rates for specific programs or products may vary, and may be less or more than 40% for a given product or service. As a member of the Program, you will be notified via email of the specific link to use and the commission rate available for each new program or service that is available for you to refer to people.

For a sale to generate a commission to an Affiliate, the referred customer must have paid in full per the terms of purchase. The customer must complete his/her/their order and remit full payment for the program, course, membership, or service ordered through the LightSome Hearts LLC website. In addition, **a period of at least 30 days after the sale**, and/or the full refund period for the product or service, must have passed (whichever is the longer period of time).

Word of mouth referrals will **not** result in an affiliate commission being generated. Commissions will **only** be paid on sales that are made when the customer clicks through your qualified, correctly structured Affiliate Link. Properly coded links, and distribution thereof, are the sole responsibility of the Affiliate.

## 6. Payment

We pay Affiliates via the Paypal account provided to us when a member joins. If the PayPal email changes, it's the Affiliate's responsibility to notify us to ensure that the Affiliate's PayPal email address is updated in our system so proper commission payments may be made. We will not resend payments returned due to incorrect payment email addresses.

The Affiliate must have accumulated a minimum of **\$30 total affiliate commissions** before payout can occur. If the Affiliate's commissions are less than \$30 total, they will be held until they reach a minimum of \$30 total before any payout to you. In addition, at least 30 days past the most recent date of sale(s), and/or the full refund period for the product or service (whichever is longer) must pass before payout of any affiliate

commissions to you. If the customer cancels the product or service, or a refund or chargeback occurs, the Affiliate will not receive any commissions for that sale.

The Affiliate program is a ***lifetime commissions*** program. If the customer purchases a monthly membership or other recurring payment program or service using the properly coded Affiliate link, then the Affiliate will continue to receive commissions for as long as that customer continues to make payments toward the membership or other recurring payment program, provided that all other requirements for payment are met as described within "Payment" section of the Program agreement.

## **7. Order Fulfillment**

LightSome Hearts LLC is solely responsible for processing every order placed by a customer via affiliate links. Affiliates are not authorized to collect payments or sell LightSome Heart LLC's products, services, or programs from other websites as a "reseller", and no "resale" rights are granted in ANY way.

Affiliates are not authorized to sell any of the Company products, services, or programs on other sites or on social media. Affiliates are not authorized to give away copies of any of the Company products, services, or programs; nor to use or distribute any of the Company's intellectual property.

LightSome Hearts LLC will also be solely responsible for all customer service inquiries.

All Affiliates understand and acknowledge that only digital products are sold, and no physical products will be shipped.

Customers who purchase products and services through the Affiliate Program will be deemed to be customers of LightSome Hearts LLC. The customers' personal information, including email addresses, are not permitted to be used by Affiliates in any way.

## 8. Affiliate Code of Conduct:

LightSome Hearts LLC will not accept an Affiliate application or continue to work with an Affiliate whose personal or company website, or company:

- Promotes sexually explicit or inappropriate materials.
- Promotes or incites violence.
- Promotes or engages in discrimination based on race, color, religion or creed, National origin or ancestry, sex, gender, sexual orientation, age, physical or mental disability, veteran status.
- Promotes illegal acts.
- Lists coupon codes or discounts that are NOT officially provided to them by the Company. You may NOT promote coupon codes you may have found elsewhere online. Doing so can result in the termination of your affiliate account and withholding of affiliate payments for violating our affiliate agreement.
- Infringes or otherwise violates any copyright, trademark, or other intellectual property rights of any other site, company, or person.

Engagement in, or violation of, any of the terms herein may result in the Affiliate's immediate termination from the Program.

## 9. Permitted Usage of Branding

At certain times, Affiliates may be provided with specific LightSome Hearts LLC branding materials, marketing materials, images, or resources to use in promotion of specific products or services.

Other than the permitted uses listed in this section or otherwise provided to Affiliates in writing and/or via email from LightSome Hearts LLC, Affiliates are not permitted to use LightSome Heart LLC's logo, marks, taglines, branding, or imagery in any other way, in any medium both online or in-person. If you have any questions as to whether you can use our branding in any way, please email Collene (Lena) Griffith Kuznicki at [lena@lightsomehearts.com](mailto:lena@lightsomehearts.com).

## 10. LightSome Hearts LLC Anti-Spam Policy + Termination Policy

We strictly prohibit Affiliates from using spam e-mail and other forms of online abuse (including spamming forums, blogs, Twitter, Facebook and other social media outlets) to seek sales. Spam includes, but is not limited to, the following:

- Email 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 social media groups, websites, 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. Please be conscious of forum/group rules. If a forum owner or group moderator complains that an Affiliate has violated the group's rules, the Affiliate's account may be permanently terminated after our investigation.
- Certain offline activities that, while not considered Spam, are similar in nature, including distributing any materials on private property or where prohibited by applicable laws, regulations, and/or rules.

If an Affiliate violates any term in this Agreement, the Company may undertake, at its sole discretion, and with or without prior written notice to the Affiliate, the following enforcement action:

- **Account/Affiliate Termination:** Upon the receipt of a credible complaint, we may investigate the complaint, and if necessary, will then terminate the affiliate account of the individual implicated in the abuse. Termination results in the immediate closure of the member and affiliate 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 [lana@lightsomehearts.com](mailto:lana@lightsomehearts.com).

## **11. INDEPENDENT CONTRACTOR - Relationship of Parties**

Affiliates are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Affiliate and the Company. Affiliates have no authority to make or accept any offers or representations on the Company's behalf. Affiliates will not make any statement, whether on their sites, social media accounts, or otherwise, that reasonably would contradict this statement or imply otherwise.

## **12. Term and Termination**

The term of this Agreement will begin when your application is accepted, indicating your implicit acceptance of this Agreement. It will end when terminated by either party. Either LightSome Hearts LLC or the Affiliate may terminate this Agreement at any time, with or without cause. Upon termination of this Agreement for any reason and/or by either party, all licenses granted hereunder shall immediately terminate and you will immediately cease use of, and remove from Affiliate's website and/or social media, all links to the LightSome Hearts LLC websites, and all LightSome Hearts LLC trademarks and logos, other LightSome Hearts LLC marks and all other materials provided in connection with the Program.

## **13. Limitation of Liability**

LightSome Hearts LLC is not responsible or liable in any way for any and all damages you receive directly or indirectly from your participation in the Program. We do not assume liability for damages, injuries, harm, death, loss of profits (or failure to generate profits), misuse of (or failure to properly use) information or documents, due to any act, or failure to act, by you. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

#### **14. Disclaimer**

We make no express or implied warranties or representations with respect to the Affiliate Program or the Affiliate's potential to earn any monies or income from the Program. In addition, we make no representation that the operation of the websites or the affiliate links will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors at any time. We further make no representation that our course, service, product, program, or membership will be provided for any period of time, or that this Affiliate Program will continue for any duration, either.

#### **15. Severability**

The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision herein. If any paragraph, section, subsection, sentence, or clause of this Agreement is rendered illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Agreement as a whole or on any other paragraph, section, subsection, sentence, or clause herein.

#### **16. Entire Agreement**

This Agreement contains the entire agreement between the Parties. There are no other promises or conditions in any other agreement (oral or written) between the Parties.

#### **17. Applicable Law + Venue**

This Agreement shall be governed by the laws of the state of Arizona. Any action brought by any party arising out of or from the terms of this Agreement shall be brought within the state of Arizona, County of Maricopa.

## **18. Consent**

By participating in the Affiliate Program, you implicitly and voluntarily agree to act in accordance with, agree to, and abide by, this Agreement.

**[END OF AGREEMENT]**

---

Last Revised and Updated November 10, 2023 by LightSome Hearts LLC