

The Branding Success LLC

GENERAL TERMS & CONDITIONS

(Including Affiliate Agreement)

between

The Branding Success LLC

and

PARTIES PURCHASING THE PRODUCTS

dated as of October 1st, 2025





GENERAL TERMS AND CONDITIONS

You can find the updates at <https://www.thebrandingsuccess.com/legal>

Last Updated: October 1st, 2025

The Branding Success LLC

and any additional entities formally added to this agreement

(Collectively referred to in this Agreement as the “Supplier”)

and the customer, member and/or affiliate party identified as such in each purchase email, (collectively referred to in this agreement as the “Purchaser”); together with the Supplier may be referred to as the “Parties”, and each, a “Party”.

WHEREAS, Supplier is in the business of selling and marketing the Products (as defined below); and

WHEREAS, Purchaser is purchasing the Products for personal use as described below or is in the business of marketing and reselling certain Products and Program participation or membership; and

WHEREAS, Purchaser wishes to purchase the Products from Supplier and may resell certain of these Products and Program participation or membership to End-Users (as defined below), subject to the terms and conditions of this Agreement; and

WHEREAS, Supplier wishes to sell the Products and Program participation or membership to Purchaser and appoint Purchaser who wishes to resell the products and Program participation or membership as a non-exclusive Purchaser under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

By purchasing any product, enrolling in any program, or participating in any program provided by and through **The Branding Success LLC** ("Supplier", "Us"), you ("Customer") agree to these Terms & Conditions, including any Affiliate Agreement referred to herein.

These Terms & Conditions incorporate and include:

- This full Terms & Conditions & any Affiliate Agreement document issued by Us or any other Supplier to which you become customer or affiliate by and through Us as your Supplier herein
- Our [Privacy Policy](#)
- Any future respective updates posted to any website, course, or community to which you become participant or otherwise client and the likes through Us.





Purchasing any product or program from The Branding Success LLC automatically binds you to this agreement, whether or not you sign it in writing.

If you do not agree to be bound by these terms, you must immediately stop participating in all programs, communities, and affiliate activities you have engaged in from, by, and through Us.

ARTICLE I

Definitions

Capitalized terms have the meanings set out in this ARTICLE I, or in the Section in which they first appear in this Agreement.

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, investigative, regulatory, or other, whether at law, in equity or otherwise.

"Affiliate" of a Person means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. For the purpose of this document, but not limited to or by it, Affiliate is a person who has obtained the rights to sell a product from a Product Company as an independent reseller in accordance with the terms set forth by such Product Company.

"Claim" means any Action made or brought against a Person entitled to indemnification under ARTICLE XV.

"Community" means any group established by a company for its customers to mingle and exchange ideas etc, subject to and in accordance to such community rules, intent, and purpose as set forth by the community founder and the platform host.

"Confidential Information" has the meaning set out in Section 13.01.


"Control" (and with correlative meanings, the terms "Controlled by" and "under common Control with") means, regarding any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership or voting securities, by contract or otherwise.

"Copyright" means a type of intellectual property that gives its owner the exclusive legal right to copy, distribute, adapt, display, and perform a creative work, usually for a limited time. The creative work may be in a literary, artistic, educational, or musical form. Copyright is intended to protect the original expression of an idea in the form of a creative work, but not the idea itself.

"Course" means any Educational Material provided by and through Us, whether authored by Us or not, including all format thereof including Videos, PDF's, or live instructions.

"Customer" means any Person who has purchased access to the Products or service directly from the "Supplier", regardless of whether they participate in any product affiliate program. This





includes general Members, Affiliates, and any person who engages with the Products. For the purposes of this Agreement, all such persons are subject to the same terms, rules, and responsibilities outlined herein.

“DR” means **Discount Rights** where the reseller has the rights to offer a product, service, or program for a lesser amount than the list price, whether upfront at purchase, or with a rebate (see “Rebate”). Bundling may cause a product to be perceived as discounted. Therefore, DR must be verified for any product and program before being offered at a lower price or in a bundle. DR are established and given by the product copyright holders or original companies. See “GR”.

"Effective Date" means the date first set out above.

"End-User" means a person as the purchaser that has acquired a Product for


- (a) its own internal use and for possible resale, remarketing or distribution or
- (b) incorporation into its own products with the proper permissions as applicable.
- (c) In general herein, an End-User will be the customer of a “Customer”; however,
- (d) the “Customer” may be deemed an End-User when not reselling the product purchased, and
- (e) an End-User may also become an affiliate to any Third Party affiliate program offered by Supplier through Supplier’s “Customer”. In such case, End-User is not considered a Customer to Supplier, and, for all intent and purpose herein, End-User affiliation is not relevant to this Agreement, except as stated elsewhere herein or in Product Company's terms.
- (f) Any End-User that becomes an affiliate to a program originated by Supplier will be considered “Customer” for the purpose herein, regardless of how End-User was introduced to the Program.

“GR” means **Giveaway Rights** where the purchaser of the product may give the product away rather than sell it for any amount. Not all products allow GR or Discount Rights, and Customer must verify such permissions when purchasing a product. GR are established and given by the product copyright holders or original companies. Therefore, by default, Customer should assume that no Product can be distributed with GR or DR or Rebate. Furthermore, allowed GR must be understood, by default, as limited to only Customer’s business employees and Associates and in limited quantity and in accordance with product terms and conditions. Any Product with GR or DR imply that the product will not be altered in any way, nor its copyright and authorship removed or renamed. Only product with PLR can be altered.

"Governmental Authority" means any federal, provincial, territorial, local or foreign government or political subdivision thereof, or any agency or instrumentality of the government or political subdivision, or any self-regulated organization or other non- governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of this organization or authority have the force of Law), or the likes.

"Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (a) Patents; (b) Trademarks; (c) internet domain names, whether or not Trademarks, registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable





works, software and firmware, data, data files, and databases and other specifications and documentation; (e) industrial designs and industrial design registrations; (f) Trade Secrets and (g) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights or forms of protection under the Laws of any jurisdiction in any part of the world.

“Kickbacks” means an illicit payment made to someone in exchange for facilitating a transaction. It often involves a percentage of the profits being returned to the person who arranged the deal. Kickbacks are typically hidden and can violate laws and ethical standards.

"Law" means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order or other requirement or rule of law of any Governmental Authority.

“MRR” means Master Resale (or Resell) Rights by which a Party has purchased a product and has obtained the rights to resell such without owning any royalty or otherwise to Product copyrights or Patent holder, subject to specific Terms and Conditions, usually to not alter in any way the product or content, and respecting the copyrights holders rights, including the permissible Resale Price and GR.

"Notify" means to give Notice.

"Patents" means all patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions, and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates and patent utility models).

"Person" means any individual, partnership, corporation, trust, unlimited liability company, unincorporated organization, association, Governmental Authority, or any other entity.


"Personnel" means agents, employees, or subcontractors engaged or appointed by Supplier or Customer.

“PLR” means the party purchasing the Product has Private Label Rights and may resell and alter the product at will and relabel such product taking full or partial credit for the product authorship, subject to Terms and Conditions of the product’s previous owner, if any, including regarding GR and DR and Rebates rights.

"Product" means any course or product which Supplier makes available to Customers as End-Users, whether End-User will personally use the material or be considered herein a Customer and becomes a Reseller. Product may be deemed to include the term “Service” and “Program” unless otherwise specifically distinguished as serving different purpose or end or having different consequences or effect and where such distinction is material to the condition presented. A “Product” may be initially offered by the Supplier or be offered through an affiliate program from a Third Party Product Company that provides the product.

“Product Company” means a company other than the “Supplier”, also referred to as a “Third Party Product Company”, that provides products and services that are offered through a





resale program, whether as affiliate, MRR (Master Resell Rights), or otherwise and to which the Supplier has subscribed to obtain the rights to resell such products or services, and where such Product Company is deemed to own the original rights, the resale rights and rights to transfer same, or the rights to organize legally any such affiliate program and register and pay affiliates for the resale of the products offered through the Supplier and Supplier's Customer. Such Product Company shall be considered an arm's length Third Party and separate from this agreement and deemed to have its own sets of terms and conditions for the purchase and use of its products and the sale and resale of the same, in accordance to their marketing and sales programs, whether direct or indirect, through affiliation or otherwise. Any reference herein to such Product Company specifically refers to, includes, and intends this distinction between the Supplier, as a party hereto and a Product Company as external hereto but related by the product or program they provide that is being offered by Supplier. The term does not refer to any unrelated company.

“Program” means a structured plan, system, or initiative designed to achieve specific goals within a business, educational, governmental, or technological context. Programs can take various forms, such as training programs, software programs, financial assistance programs, or corporate initiatives. For the purpose hereof, “Program” refers to an affiliation program offered by a Company and an affiliate subscribed to it, whereby the affiliate sells, to the affiliate's client base, a product, service, or the same program offered by that Company.

“Rebate” means a partial refund given to a buyer after a purchase. It is often used as a sales incentive to encourage customers to buy products. Rebates can be offered as a percentage of the purchase price or a fixed amount. They may require End-Users to submit a form or proof of purchase to receive the refund. Not all products allow Rebates, GR, or DR, and Customer must verify such permissions when purchasing a product. Therefore, by default, Customer should assume that no Product can be distributed by offering Rebates. Rebates Rights are established and given by the product copyright holders or original companies. See GR and DR.

“Representatives” means a Party's Affiliates, employees, officers, directors, partners, shareholders, agents, counsel, third-party advisors, successors, and permitted assigns.

“Reseller” Any person who purchase a Product specifically designed to be offered for sale into the marketplace by the Purchaser under a Reseller Contract, including as an Affiliate, where Reseller receives compensation from the sale or salesmanship and is not an Employee or Personnel of the Seller/Supplier or of the owner of the Products rights.

“Reseller Contract” means any [material] contract or agreement to which Reseller is a party or to which any of its material assets are bound.

“RR” means Resale Rights by which a party has the rights to sell products that such Party has purchased subject to the Product Company terms and conditions including MRR, GR, PLR and Discount Rights.

“Service” means the provision of activities (rather than tangible commodity, including electronic media files,) such as the resale of membership, or administrative functions or assistance to Customers to achieve goals and the likes. Service may be secondary activities to the provision of a Product. For all intent and purpose, Service may be included in the term “Product” unless otherwise specifically distinguished as set forth under “Product”.





"Supplier" means **The Branding Success LLC**, and any additional corporate entities that are expressly listed in this Agreement by formal amendment and authorized in writing to act on behalf of **The Branding Success** brand. No other company or entity shall be deemed a Supplier unless specifically named. Affiliate Product Companies whose product or services are sold through The Branding Success platform or otherwise, whether as MRR, affiliate, or otherwise, are not to be considered any party to the term "Supplier" as construed herein and are to be deemed fully independent and separate entities.

"Supplier's Intellectual Property Rights" means all Intellectual Property Rights owned by or licensed to Supplier and includes copyrights and patents.

"Supplier's Trademarks" means all Trademarks owned by or licensed to Supplier.

"Taxes" means any commodity tax, including sales, use, excise, value-added Sales Tax consumption or other similar tax, including penalties or interest, imposed, levied, or assessed by any Governmental Authority.

"Trademarks" means all rights in and to US and foreign trademarks, service marks, trade dress, trade names, business names, brand names, logos, corporate names and domain names and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights and all similar or equivalent rights or forms of protection in any part of the world.

"Trade Secrets" means all inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, patent disclosures and other confidential and proprietary information and all rights therein.


ARTICLE II

Appointment as Reseller

Section 2.01 Non-Exclusive Appointment. Supplier provides Products from time to time that may offer an affiliate or MRR program. Such program may be initiated by Supplier as a Supplier's affiliation program, or such program may be offered by a Third Party to which Supplier is an affiliate, and whereby the Customer may, in turn, become an affiliate in such program. Upon the purchase of such affiliate Product, and at Customer's selection, the Customer may be appointed as as Reseller, and Customer, upon agreement of such, may become a Reseller, and thereof accepts the appointment, to act as a non-exclusive reseller of Products to End Users in accordance with the terms and conditions of the Reseller Agreement provided by such Affiliate or MRR program, and of this agreement. Supplier, in its sole discretion, will sell the Products to any Person, including resellers, retailers and End Users, subject to the terms and conditions hereof and all other applicable Agreements provided by the Product Companies.

Section 2.02 Removal of Reseller. Supplier reserves the right to remove or ban any Reseller from the Supplier's Platforms, community, or affiliated platforms at its sole discretion. Grounds for removal include, but are not limited to:



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- (a) Violating rules or guidelines set by Supplier, including those provided by the Product Companies whose products Customer has purchased;
 - (b) Engaging in disrespectful, defamatory, or disruptive behavior;
 - (c) Promotion within the community of a Reseller's or any other products, services, or external websites;
 - (d) Post personal links or solicit sales within the community.
 - (e) Collect, scrape, or harvest email addresses or personal data from other members.
 - (f) Engage in any form of spam, self-promotion, or unauthorized solicitation.
 - (g) Making negative, misleading, or harmful statements about the Supplier, the products, or its community.
 - (h) Not completing payment of products by the payment deadline; or
 - (i) Any other behavior deemed inappropriate by Supplier;

ARTICLE III

No Franchise Agreement, No Guarantee

Section 3.01 No Franchise. The Parties are independent contractors and nothing in this Agreement shall be deemed or constructed as creating, suggesting, or promoting a joint venture, partnership, agency relationship, franchise, or business opportunity of any sort, including a multilevel model, between Supplier, Customer, Product Company, and End User. No Party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of any other Party. Each Party assumes responsibility for the actions of their Personnel under this Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, US Social Security contributions, employment insurance premiums, disability benefits, or the manner and means through which the work under this Agreement will be accomplished. Except as provided otherwise in this Agreement, each Party has the sole discretion to determine each Party's methods of operation, each Party's accounting practices, the types and amounts of insurance each Party carries, each Party's Personnel practices, each Party's advertising and promotion, each Party's own customers and each Party's service areas, time, and methods. The relationship created hereby between the Parties is solely that of supplier (including Product Company) and Customer (including End User) in arm's length transactions.

Section 3.02 No Guarantees. The Parties acknowledge and accept that while any Product may provide the opportunity to generate income, the Supplier makes no guarantees regarding financial success that any Customer or End User may achieve using the Product. Individual success may vary and depends on various factors, including skill, effort, market conditions, and the demand for the Products or Services provided by the Customer. Any testimonials or examples of income displayed on websites or other promotional materials are to be deemed exceptional cases and do not represent and so cannot be used as a guarantee of future earnings neither for the author of the testimonial nor anyone else.

Section 3.03 Business Risk. Engaging in any business, including the sale of any product or services, including any Product acquired through Us whether for resale or otherwise,





involves inherent risks. Supplier makes no guarantee as to financial results or that any Product supplied will generate profits of any kind for anyone. Parties acknowledge that there are risks associated with running a business, and assume full responsibility for any outcomes or losses resulting from use or sale of the Products purchased.

Section 3.04 Income Potential. The income potential associated with the Product is highly subjective and does vary significantly from person to person. Success depends on various factors, such as attitude of the Customer, comprehension and application of the material provided, marketing strategies, target audience, competition, and economic conditions, etc. Supplier cannot predict or guarantee your individual results. The products provided are for entertainment and education for the purpose of training Customer, Customer's Personnel, and, for the affiliate programs, serving Customer's own customers, and in no way pretend to predict or ascertain any result whatsoever.

ARTICLE IV


This Agreement

Section 4.01 Agreement and policies. This agreement refers to this entire document and includes the Terms-of-Service and Privacy-Policy documents strictly applicable between Supplier and Customer. Nothing in this agreement presents or suggest in any way any connection to any Agreement of the same nature or otherwise, whether terms are similar or not, issued by any third Party or Product Company and which bind the Customer upon the purchase of a product provided by said Product Company, whether or not such purchase was caused by, facilitated by, or through the Supplier's website, facilities, or service, suggestion, or recommendation. This Agreement, from time to time, refers to Third Party Agreement. Such Third Party agreements are those covering any product or program which the Supplier is reselling or offering, with or without compensation and with permission, from the Third Party Product Company, and to which the Supplier is contractually bound, and where Customer, by purchasing Third Company's Product through Supplier, becomes also bound. Third Party Product Company and Affiliate Programs' Agreements are developed independently from this agreement and are supplemental only to the extent covered by the relationship between Supplier and Customer, where Customer purchased Third Party Products or Programs through Supplier, and between Customer and End-User, as next generation of Customer, where such agreements may consider Supplier a part of the agreement between Third Party, Customer, and End-User, and only to the extent of the limited role of the Supplier. Where conflicts of terms arise, the more restricted meaning shall prevail unless disputing parties agree otherwise.

Section 4.02 New Rules & Guidelines. Supplier may introduce new rules, restrictions, or policies at any time, without updating the legal agreement, by posting announcements or updating guidelines in the website or courses material. It is the responsibility of the Customer to stay informed of such updates. Failure to read or acknowledge posted updates does not exempt the Customer from compliance. Such may also occur with any Product Company.

Section 4.03 Terms of the Agreement. Supplier may modify the terms of this agreement at any time unilaterally at its own discretion without the consent of any other party. When such





modifications occur, such as legal terms, pricing, affiliate percentages, payout time, structure, course contents, or any other modification, Supplier shall notify Customer by posting announcements on the Website.

Section 4.04 Terms of Agreement Prevail. This Agreement is expressly limited to the terms of this Agreement. The terms of this Agreement prevail over any terms or conditions contained in any other documentation related to the subject matter of this Agreement and expressly exclude any of the Customer's general terms and conditions issued by Customer.

Section 4.05 Termination by Supplier. Supplier reserves the right to suspend or terminate any Customer's access to the courses, community, affiliate program, or any related services at any time, with or without cause, and without notice. This includes but is not limited to cases of policy violations, disruptive behavior, or at the Supplier's sole discretion.

ARTICLE V

Affiliate Program and Product Resale

General Customer Performance Obligations


Section 5.01 Article purpose. This Article specifically addresses the resale of Product and Affiliate Program rights purchased by Customers from Supplier, whether such Product or Program is created by the Supplier or another independent Third Party Product Company to which Supplier is an affiliate or reseller.

Section 5.02 Right to resell or give away a Product. The Customer hereby agrees that, by purchasing a product, Customer obtains, by default, no right to resell, modify, or otherwise reuse any product whatsoever in any capacity beyond the intended use of the Product, except as otherwise agreed to by the copyrights holder or Seller, Supplier, or provider of said product, and who holds the final say in such matter.

- (a) **Absence of RR and GR.** In absence of such stated Resell Rights, any product purchased by the Customer will be deemed for the personal use of the Customer, extendable to the Customer's company employees and associates, and not for the use of others outside the Customer's company whereas the Product would be deemed treated as a giveaway. Unless duly specified as a per-item basis, no Product is intended to be sold with GR, per default. This applies to each template and tables as well, where those allowed to be given or modified will be specifically individually identified.
- (b) **Discount and Rebate Rights.** Furthermore, Customer is by default not allowed to purchase affiliate program for other persons nor return any part of the commission Customer may receive to the Customer's End-User. Each participant must purchase their own program or product at the stated price and in accordance to the terms and conditions thereof.

Section 5.03 Marketing and Reselling Products. Terms and Conditions for Customer to Resell any product through any affiliate program purchased through or created by Us shall be governed





by those stated by the respective affiliate Program's Product Company in addition to those herein.


Generally the conditions shall be as follow: Customer shall, in good faith and at its own expense:

- (i) market, advertise, promote, and resell the Products to End Users in accordance with good business practice;
- (j) develop and execute a marketing plan sufficient to fulfill its obligations under the Affiliate Program Agreement;
- (k) observe all of Supplier's and Product Company's reasonable directions and instructions in relation to the pricing, distribution, marketing, advertising and promotion of the Affiliate Program Products;
- (l) market, advertise, promote, and resell said Products and conduct business in a manner that at all times reflects favorably on Products and the good name, goodwill, and reputation of Supplier and Product Company;
- (m) only resell any Product, Program, software or accessories, whether sold, bundled or packaged with any Product, on those terms and conditions as Supplier and Product Companies may, from time to time, require.

Section 5.04 Authority to Perform Under this Agreement. Customer is considered to have authority to perform under this agreement and therefore becoming a Party to it, upon purchase of any product, service, or program offered by the Supplier, pending the following:

- (a) **Purchasing the Product.** The Customer is not required to obtain any Certification or license to obtain any product provided by Supplier. However Purchaser, whether a natural person or otherwise, must be legally able to purchase the Product, or be deemed represented by a legal guardian, manager, or representative who purchases the product.
- (b) **Reselling.** Should customer desire to pursue becoming a Reseller for any Product Supplier provides and which is offering an affiliate program, MRR or the likes, by which Customer will receive financial compensation, as per Article 3.01 herein and the likes, Customer shall, at its own expense, obtain and maintain required certifications, credentials, licenses, and permits necessary to conduct business in accordance with this Agreement. Neither Supplier nor any Product Company offering affiliate programs will assume any responsibility for Customer's not obtaining the necessary licenses, etc. nor shall Customer look up to Supplier or Product Companies to provide such licenses and the likes, or for any loss or fines to Customer incurred by such omission or neglect, whether willful or not, or through any mismanagement, error, or misfortune of Customer. Therefore, customer hereby is advised, warned, and insisted upon customer's exercising due diligence to verify, investigate, and obtain any such necessary licenses and the likes from the pertinent jurisdictions.



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- (c) **Using the Product.** The use of the Product is limited to the User for whom the Product was designed. The user may be of any age, background, and legal status. Any product purchased by the Customer will be deemed for the personal use of the Customer as an End-User. The personal use includes the customer's as a natural person and the customer's immediate family's involved in the activities covered by each product and as partners to the User. Customer may also be a company of any legal entity type, and rights to use the Product extends to the Customer's company employees and associates for internal use only. Unless specifically and individually determined in each product or program, no one outside of the Customer's circle intended by each product or program may use, reproduce, or share such product or program. This applies also to tables, templates, training programs, etc. which are designed to be shared within a company.


Section 5.05 Limited End User Support. After 1- purchasing an affiliate program with the intent to resell the Product thereof, in general terms and unless otherwise offered by the Product Company, and 2- following the sale of such affiliate Product to any End User, Customer shall, at its own expense: respond to the End Users regarding the general operation and use of the Product, including:

- a) acting as a liaison between the End User and Supplier, in matters requiring Supplier's participation, or otherwise Customer shall address directly the Product Company;
- b) providing general Product information and configuration support on standard protocols and features; and
- c) Assisting the End-User's registration as an affiliate if so desired by the End-User, and in accordance with the Affiliate Product Company's Terms.

Except as explicitly authorized in the pertinent Resell or Affiliate Program Agreements, Customer may not service, repair, modify, alter, replace, reverse engineer, or otherwise change the Products it re-sells to End Users. In other words, the basic assumption is that the product offered for resale by the Customer to the End User only carries limited Resale Rights per default and Customer's duty is to facilitate the purchase and use of the Product for the End User as a representative of the Product Company and facilitate the registration of the End User into the affiliate programs.

Section 5.06 Prohibited Acts. Notwithstanding anything to the contrary in this Agreement, neither Customer nor Customer Personnel shall:


- (a) make any representations, conditions, warranties, guarantees, indemnities, similar claims, or other commitments:
 - (i) actually, apparently, or ostensibly on behalf of Supplier, Product Company, or
 - (ii) to any End-User regarding the Products, which representations, conditions, warranties, guarantees, indemnities, similar claims, or other commitments are additional to or inconsistent with any then- existing



representations, conditions, warranties, guarantees, indemnities, similar claims, or other commitments in this Agreement or any written documentation provided by Supplier and Product Companies to Customer at time of purchase;

- (b) engage in any unfair, competitive, misleading or deceptive practices disrespecting Supplier, Product Companies, Supplier's and Product Companies' Trademarks or Products, including, but not limited to, the following:
 - (i) offering the Product as part of disparagement or "bait-and-switch" practice;
 - (i) Offering any rebates or cashback offers to incentivize purchase of the Product, unless duly authorized by the Product Company for the specified time;
 - (ii) Offering any unpermitted discounts to the Product;
 - (i) Offering any incentives or bundled offerings of the Product, including, but not limited to, add on products, "sneak peaks" or "template" offerings, unless duly authorized by the Product Company for the specified time;
 - (ii) Offering any modified version of the Products (this does not apply to Products that are similar in nature and purpose, but were developed independently from each other by different original sources, therefore not constituting a modification of the Products nor plagiarism) unless duly authorized by the Product Company for the specified time;
 - (iii) Use or sell the products in a dime sale event, unless permitted by the Products Companies and only regarding the products they expressly identify;
 - (iv) Offer for sale the Products on an auction site (such as eBay.com) unless permitted by the Products Companies and only regarding the products they expressly identify;
- (c) sell, either directly or indirectly, or assign or transfer, any Product not designed for resale nor any Product from an affiliate program or the likes to any 2d Person when Customer knows or has reason to suspect that the 2d Person may, in turn, either breach Affiliate Agreements or resell any or all of the Products to a third party where such third party may breach or cause to breach the affiliate Agreements. In other words, don't sell the product to someone you know will break the rules or sell to someone else who will;
- (d) Violate rules or guidelines set by Supplier or Affiliate Product Companies;
- (c) Engage in disrespectful, defamatory, or disruptive behavior;



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- (d) Make negative, misleading, or harmful statements about the Supplier, the Products, the Affiliate Programs and their Companies, or the communities thereof;
 - (e) Engage in any other behavior deemed inappropriate by Supplier or Affiliate Product Companies;
 - (f) Promote within the Supplier's or other Affiliate Programs' communities, a Customer's or any other products, services, or websites external to the communities, particularly where such are in conflict of interest with the communities' Purpose;
 - (g) Post personal links or solicit sales within the communities, unless otherwise allowed to;
 - (h) Collect, scrape, or harvest email addresses or personal data from other members;
 - (i) Engage in any form of spam, self-promotion, or unauthorized solicitation;
 - (j) Fail to reimburse any chargebacks;
 - (k) Engage in any other behavior deemed inappropriate by Supplier;
 - (l) Making any misleading claims to anybody about income earned as a Customer or affiliate, or which may be earned in the future as a Customer or affiliate.

Section 5.07 Ethical Marketing & Income Claims. Customer engaged in affiliate programs , which we offer, to resell Products that are designed to provide instructions that may present a potential to enhance any sort of revenue for the End User (such as advice on business and how to make money), must engage in ethical, transparent, and legally compliant marketing practices at all times. This includes, but is not limited to:

- (a) Not making misleading or exaggerated income claims. Customers may not imply or state that typical users will achieve specific financial results (e.g., “make \$10K/month” or “quit your job in 30 days”) unless such claims are true, provable, and accompanied by clear disclaimers.
- (b) Including a disclaimer that results do vary and depend on individual effort, experience, and external factors when discussing any income potential.
- (c) Using only truthful testimonials that accurately reflect real experiences. Testimonials must not be cherry-picked to willfully mislead and must disclose if the person giving the testimonial received compensation (including affiliate commissions).
- (d) Complying with all advertising and disclosure laws, including those of the (US) Federal Trade Commission (FTC) and any other relevant regulatory bodies.



Supplier and Product Companies reserve the right to immediately remove any Customer found violating this policy from the Program, affiliate programs, and communities under the Supplier's responsibility, with no refund, at Supplier's and Product Companies' sole discretion. Furthermore, Product Companies' decision overrides Supplier's over the control of their respective Programs and Communities.

Section 5.08 Non-Circumvention. Customers agree not to circumvent or attempt to replicate the Supplier's and Product Companies' products, systems, course structure, or business model for commercial purposes. Customers also agree not to directly solicit other members, affiliates, or communities' participants for unrelated or competing offers. Violation of this section is grounds for immediate removal without refund.

ARTICLE VI

Supplier Performance Obligations

Section 6.01 Supplier Performance Obligations. During the Term, the Supplier may:

- (a) provide any information and support that may be reasonably requested by Customer regarding the marketing, advertising, promotion, and sale of Affiliate Products sold to Customer under this and the Product Company's Agreement; and
- (b) offer updates, training, or general communication tools to assist Customers in their efforts, although Supplier and Product Companies shall not be deemed obligated to provide ongoing or individualized support beyond what is made generally available to all Customers.

Section 6.02 Individualized/Group support Programs. The Supplier or Product Company may, but is not obliged to, offer from time to time a personalized service to Customer to assist customer in understanding the material, training, or developing Customer's business for a price and as an independent program, whether advertised or not, or purchased through the websites or private invitation, or upon request of the Customer. Such service may be individual or as group sessions of any length of time, but are not to be construed as an obligation to be provided by the Product company or Supplier to the Customer upon the purchase of any product whatsoever. Supplier or Product Company may charge customer for extended services and personalized guidance, or decide to limit the services, at the sole discretion of the Supplier and Product Company.

ARTICLE VII

The Products

Section 7.01 Availability; Changes in Products, affiliate and non-affiliate. Supplier may, in its sole discretion and without Notice to Customer:

- (a) modify one or more Products,
- (b) add Products, and affiliation programs,



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- (c) effect changes to any Product line,

in each case, without obligation to modify or change any Products previously delivered or to supply new Products meeting earlier specifications.

Section 7.02 Product Termination / Discontinuation. Supplier may, in its sole discretion and without Notice to Customer:

- (a) close or discontinue any and all products offered, including any affiliation programs offered of any sort, at any time, for any reason,
- (b) reduce any Product line, or
- (c) reduce or remove any support to customer,

in each case, without obligation to modify or change any Products previously delivered or to supply new Products meeting earlier specifications.

Affiliate Products from Product-Companies' Affiliate-Programs that are discontinued by the Supplier should not affect the relationship between the Customer, who purchased the product through the Supplier, and the affiliate product company. Supplier may or may not continue servicing such products after discontinuance. Customer will then resort to customer's relationship to Product Company for handling any issue.

Section 7.03 – Right to Modify a Product

Supplier may at its sole discretion, modify, update, remove, or replace any aspect of any Product, including but not limited to content and pricing, and Affiliate Product Companies may do the same, along with affiliate percentages, payout terms, structure, and features, without notice at any time for any reason.


ARTICLE VIII

Order Procedure

Section 8.01 Supplier's Own Product Purchase. Once Customer has purchased a Product from the Supplier, the Customer shall receive an access link to the product. The Customer may then access or download the Product and use it at the Customer's discretion, but only for the Customer's private use.

Section 8.02 Affiliate Products. Once Customer has purchased a Product through an affiliate link, the Customer shall receive an invite link where Customer requests access. In order to be approved by the Affiliate Product Company, the Customer may be required to forward their email receipt to Product Company Email provided with instructions and links, complete a membership questionnaire (including but not limited to: who the course was purchased from, confirmation of receipt forwarding, and Supplier's email address), and/or provide any additional information required by Product Company to verify the purchase.





Section 8.03 Supplier's Right to Accept or Reject Purchases. Supplier may, in its sole discretion, accept or reject any purchase request. Supplier may accept any Purchase request by confirming the order or by making the Products available, whichever occurs first.

Section 8.04 Product Company's Right to Accept or Reject Purchases. An Affiliate Product Company may, in its sole discretion, accept or reject any purchase or affiliation request. Product Company may accept any request by confirming the order, making the Customer an affiliate, or making the Products available, whichever occurs first and in accordance with the Companies' rules. Supplier shall be deemed in no way responsible for the Product Company's decisions as Supplier only provides the opportunity of a connection and relationship between Customer and Product Company ruled by Company's Terms and Conditions.

ARTICLE IX

Price and Payment

Section 9.01 Terms of the Sale. Supplier shall sell Products and Programs to Customer at the Prices and on the terms and conditions set out in this Agreement, subject to change from time to time.

Section 9.02 Price.

(a) Customer shall purchase the Product from Supplier at the prices set out in Supplier's price list in effect as of the date of the purchase (the "**Price**"); and

(b) For affiliate products purchased with the intent of resale, Customer shall only list for sale the Products at the price allowed and specified by each product's pertinent price-list adopted and validated by the same Product's company according to their terms thereof.

Section 9.03 Resale Prices. Customer adopts the resale price set by the Supplier and terms of this Agreement regarding the Products provided, however, Supplier and Product Companies reserve the right to establish the minimum and maximum prices and conditions at which the Products may be resold and reserves the right to enforce compliance with their Agreement at their sole and absolute discretion.


Section 9.04 Taxes. The Prices are exclusive of all applicable Taxes. Each Party will be responsible for the payment of and will pay any applicable taxes, duties, and levies levied on that Party from time to time in relation to this Agreement by the pertinent authorities.

Section 9.05 – Final Sale. All sales of any course and digital products are **final**. No refunds will be issued under any circumstances, including but not limited to:

- (a) Product discontinuation;
- (b) Changes in content.
- (c) Dissatisfaction with the Product.
- (d) Removal from the program, course, community, and the like.



Section 9.06 – Chargebacks & Customer Responsibility



(a) Good Faith Purchase. Customer's purchase is to be construed as being voluntary and in good faith, whereas customer admits to having the funds sufficient to cover the purchase, or has access to borrowed funds such as credit cards to which Customer assumes full repayment as permitted in agreement between Customer and Customer's lending partner. If a potential Customer does not agree to being able to pay for the chosen Product in full or repay such creditor which Customer wishes to use to purchase the Products, Customer is hereby discouraged to purchase any Product whatsoever until Customer is financially able to and fully agrees to the purchase of the Product. Therefore, any purchase transaction completed by the Customer shall be deemed voluntary, valid, and without restraint, and Customer will be deemed to have performed due diligence and sufficiently investigated the Products to customer's satisfaction prior to purchase. Customer will then be granted access in good faith to the Product purchased, subject to the terms hereof. At that moment, the transaction will be deemed completed and the paid monies fully earned, whether Customer accesses and uses the product or not, or, in the case of Affiliate Programs that Customer registered for through Supplier, and where Customer intends to resell such product or program, whether Customer does or does not succeed or is or isn't satisfied with such.

Therefore, after such completion of transaction, should Customer chose to reverse the charges or cause the Customer's banking institution or lending partners to initiate a chargeback, the Customer agrees to reimburse Supplier for all the costs associated with such Chargeback, including the initial amount, interests of 1.5% per month, fees and penalties, and such amount will become due to the Supplier by the Customer and be considered collectible via any legal mean, including legal process, collection agencies, and report to credit bureaus.

(b) Affiliate Chargeback Responsibility: In the case of a Customer purchasing a participation in an affiliate or MRR program through the Supplier where Customer becomes a reseller to a third party End User of such product or program in accordance with the affiliate Product Company's terms, if an End User chargeback occurs on such affiliate sales which has been attributed to Customer, Customer is deemed responsible for repaying the disputed amounts to the End User.


Customers must maintain a financial buffer available to account for potential chargebacks or disputed transactions. If an End-User disputes a purchase which results in returning the purchase amount to End-User, the Customer is responsible for repaying the full commission earned from that sale.

Failure to repay chargeback amounts will result in immediate removal from the community and termination of participation in the affiliate program. Customers who are unable to maintain such a buffer are advised not to promote or resell the Affiliate products. They may however purchase it for their personal use, subject to the Terms herein.

ARTICLE X

Legal Responsibilities for International Customers





Section 10.01 Translation Requirement: If the Product is accessed in a language other than English, it is the responsibility of the Customer and End Users to translate and fully understand the legal pages and terms before making a purchase, using the material, or participating in the programs. The Supplier and the Product Companies do not guaranty that any translation, whether provided by the Supplier or the Product Companies, AI, the Customer, or the End User, will convey the exact meaning intended in the Original Language, nor will produce any result, whether better or less than User may expect, as explained elsewhere herein. Common sense and good practice should be used.

ARTICLE XI

Compliance with Laws

Section 11.01 General Compliance with Laws, Representation, and Warranty. Customer represents and warrants to Supplier that Customer is in compliance with all Laws and Customer Contracts applicable to this Agreement, the Products, and the operation of its business, as applicable.

Section 11.02 General Compliance with Laws Covenant. Customer shall at all times comply with all applicable Laws in the country or countries in which they reside, operate, or conduct business, as well as all applicable Laws of the United States. It is the sole responsibility of the Customer to ensure their compliance with local, regional, and international regulations, including but not limited to advertising, consumer protection, taxation, data privacy, and e-commerce laws. Supplier shall not be held liable for any legal actions, fines, or penalties incurred by the Customer as a result of non-compliance with any such Laws.


ARTICLE XII

Intellectual Property Rights

Section 12.01 Ownership. Subject to the express rights and licenses granted by Supplier in this Agreement, Customer acknowledges and agrees that:

- (a) any and all Supplier's Intellectual Property Rights are the sole and exclusive property of Supplier or its licensors;
- (b) Customer shall not acquire any ownership interest in any of Supplier's Intellectual Property Rights under this Agreement;
- (c) any goodwill derived from the use by Customer of Supplier's Intellectual Property Rights enures to the benefit of Supplier or its licensors, as the case may be;
- (d) if Customer acquires any Intellectual Property Rights in or relating to any product (including any Affiliate Product) purchased under this Agreement (including any rights in any Trademarks, derivative works or patent improvements relating thereto), by operation of law, or otherwise, these rights are deemed and are hereby irrevocably assigned to Supplier or its licensors, as the case may be, without further action by either Party; and




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- (e) Customer shall use Supplier's Intellectual Property Rights solely for the purposes of performing its obligations under this Agreement and only in accordance with this Agreement and the instructions of Supplier.
 - (f) Customers and End-Users may not use the "The Branding Success" name, logo, or branding to create, promote, or sell their own products or services, including supplementary or complementary materials.

Section 12.02 Supplier's Trademark License Grant. This Agreement does not grant either Party the right to use the other Party's or their Affiliates' Trademarks except as set out under this Section 12.02. Subject to the terms and conditions of this Agreement, Supplier hereby grants to Customer a non-exclusive, non-transferable and non-sublicensable license to use Supplier's Trademarks solely on or in connection with the following:

- (a) **Exclusivity.** Such license is exclusive to the Supplier's own products, if any is offered to be resold by Customer in any manner, whether as an affiliate or with MRR, and is not extendable to any other product not originally created and produced by Supplier.
- (b) **Products.** For the Supplier's products: license is limited to the Customer's Personal Use, including Customer's mention of the Supplier and Supplier's product or services only, such as offering an opinion or recommending the Products or Supplier.
- (c) **Supplier's Affiliate, RR, and MRR Program.** License is limited to the promotion, advertising and resale of the Supplier's own affiliate Products in accordance with the terms and conditions of this Agreement, and is limited to the Customer's personal use.
- (d) **Third Party Affiliate, RR, PLR, and MRR Programs offered by Supplier.** For each product or program resold by Supplier, whether with RR, PLR, or MRR. through an affiliate program which Supplier uses, participates in, or which Customer intend to resell, Customer will be deemed to obtain personally such Trademark uses and resale rights from the original copyright holders which specify the type and use of Trademarks and licenses they each provide in accordance to their terms and conditions to which Customer is deemed bound to abide by and observe.
- (e) **Discontinuation of use.** Customer will promptly discontinue the display or use of any Trademark and change the manner in which a Trademark is displayed or used with regard to the trademarked Products when requested by Supplier. Other than the express licenses granted by this Agreement, Supplier grants no right or license to Customer, by implication, estoppel or otherwise, to the Products and programs or any Intellectual Property Rights of Supplier.

Section 12.03 Prohibited Acts. Customer shall not:



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- (a) take any action that interferes with any of Supplier's rights in or to Supplier's Intellectual Property Rights, including Supplier's ownership or exercise thereof;
 - (b) challenge any right, title or interest of Supplier in or to Supplier's Intellectual Property Rights;
 - (c) make any claim or take any action adverse to Supplier's ownership of Supplier's Intellectual Property Rights;
 - (d) register or apply for registrations, anywhere in the world, for Supplier's Trademarks or any other Trademark that is similar to Supplier's Trademarks or that incorporates Supplier's Trademarks in whole or in confusingly similar part;
 - (e) use any mark, anywhere, that is confusingly similar to Supplier's Trademarks;
 - (f) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the products purchased under this Agreement (including Products) or any Supplier Trademark;
 - (g) misappropriate any of Supplier's Trademarks for use as a domain name without prior written consent from Supplier; and
 - (h) alter, obscure, or remove any of Supplier's Trademarks or trademark or copyright notices or any other proprietary rights notices placed on the products purchased under this Agreement (including Products), marketing materials or other materials that Supplier may provide.
 - (i) use the **"The Branding Success"** name, logo, or branding to create, promote, or sell their own products or services, including supplementary or complementary materials.
 - (j) Promise, provide, effect, pay, distribute funds in a manner to be interpreted as kickbacks.
 - (k) sell, offer to sell, discount, rebate, use, distribute, any product or program in a manner non-authorized by product copyrights holders.


Section 12.04 Supplier's Trademark Notices. Customer shall ensure that all Products sold by Customer and all related quotations, specifications, and descriptive literature, and all other materials carrying Author's Trademark, are marked with the appropriate trademark notices or to the minimum clearly identify product's authorship without prejudice, ambiguity, or controversy.

Section 12.04 Ownership of Contributed Materials

By submitting, posting, or displaying any materials, including but not limited to videos, worksheets, marketing materials, or any other content (collectively, "Contributed Materials") to Supplier, whether as a member or non-member, you grant Supplier a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, and distribute such Contributed Materials. This license exists for the full term of any rights that may exist in such material.

Furthermore, you expressly acknowledge and agree that once Contributed Materials are submitted to Supplier, they shall become the property of Supplier to use at its sole discretion, including but not limited to inclusion in its courses or marketing efforts. This ownership is





irrevocable and you waive any rights to recall or withdraw any materials once they have been incorporated into the courses or used in connection with the activities of Supplier. If you do not agree to these terms, you should refrain from submitting any materials.

ARTICLE XIII

Confidentiality

Section 13.01 Protection of Confidential Information. From time to time, Supplier (as "**Disclosing Party**") may disclose or make available to Customer (as "**Receiving Party**") information about its business affairs, goods and services, confidential information and materials comprising or relating to Intellectual Property Rights, Trade Secrets, third-party confidential information, personal information of End Users and other sensitive or proprietary information; such information, as well as the terms of this Agreement, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" constitutes "**Confidential Information**" hereunder. Confidential Information excludes information that, at the time of disclosure and as established by documentary evidence:

- (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this ARTICLE XIII by Receiving Party or any of its Representatives;
- (b) is or becomes available to Receiving Party on a non-confidential basis from a third-party source; provided that such third party is not and was not prohibited from disclosing such Confidential Information;
- (a) was known by or in the possession of Receiving Party or its Representatives before being disclosed by or on behalf of Disclosing Party;
- (b) was or is independently developed by Receiving Party without reference to or use of, in whole or in part, any of Disclosing Party's Confidential Information; or
- (a) must be disclosed under applicable Law. Receiving Party of such Confidential Information shall:
 - (i) protect and safeguard the confidentiality of Disclosing Party's Confidential Information with at least the same degree of care as Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
 - (i) not use Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
 - (i) not disclose any such Confidential Information to any Person, except to Receiving Party's Representatives who must know the Confidential Information to assist Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.





Receiving Party shall be responsible for any breach of this ARTICLE XIII caused by any of its Representatives. The provisions of this ARTICLE XIII shall survive termination or expiration of this Agreement for any reason for a period of one (10) years after such termination or expiration.

In the event of any conflict between the terms and provisions of this ARTICLE XIII and those of any other provision in this Agreement, the terms and provisions of this ARTICLE XIII will prevail.

ARTICLE XIV

Representations and Warranties


Section 14.01 Supplier's warranty.

- (a) **Purpose.** Supplier warrants that all products offered are specifically designed to enhance the Customer's knowledge and help the customer's life journey in the capacity and purpose of each product's limitations in the subject matters treated, in the opinion of the Supplier. Supplier does not pretend to assume that all Customers will need all the material included in each product and acknowledges that Customer has the potential to already know all the material. However, Supplier also presents not to have any capacity to know the knowledge level of Customer regarding the matters treated in the products. As well, educational materials are always subjective to the opinion of the instructors that designed them, the intent behind the choice of material, and the student's responsiveness. Therefore, Supplier can only warrant that the products are properly designed and developed to provide the intended knowledge level on the subject matters in the most efficient and beneficial ways to the User, in the opinion of the Supplier.
- (b) **Defect.** Suppliers warranty that the electronic files produced and provided by Supplier are produced free of damaging codes to any recipient device to the best of the Supplier's knowledge and uploaded to the storage media in accordance to the media's rules. Third Party material is not covered by this warranty, and Customer or User shall look solely toward Such Product Company for any such issue. This warranty is limited to the products directly downloaded from the sites they are originally uploaded into by Supplier and does not extend beyond it, including the Customer's devices, the server, or the VPN used.

Customer's Representations and Warranties. Customer represents and warrants to Supplier that:

- (a) Customer has all necessary power and capacity to enter into this Agreement, to grant to End Users the rights and licences granted to Customer under this Agreement and to perform all obligations under this Agreement;
- (b) Customer has not been coerced, forced, or otherwise threatened into entering into this agreement and wholeheartedly affirms to all the clauses and terms herein to diligently follow them; and



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- (c) where Customer wishes to resell any product, Customer is duly licensed, registered, or allowed to legally carry on business in every jurisdiction in which such qualification is required for purposes of this Agreement;

Section 14.02 Warranty Limitations. Limited Warranties do not apply where the Product, whether tangible, intellectual, or otherwise:

- (a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Supplier;
- (b) has been reconstructed, repaired, or altered by Persons other than Supplier or its authorized Representative; or
- (c) has been used with any Third-party Product, hardware, or method that has not been previously approved in writing by Supplier.

Section 14.03 Warranties Disclaimer; Non-Reliance. EXCEPT FOR THE LIMITED EXPRESS WARRANTIES,

(a) NEITHER Supplier NOR ANY PERSON ON Supplier'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION, CONDITION OR WARRANTY WHATSOEVER, INCLUDING ANY CONDITIONS OR WARRANTIES OF:

- (i) MERCHANTABILITY; OR
- (ii) FITNESS FOR A PARTICULAR PURPOSE; OR
- (iii) TITLE; OR
- (iv) NON-INFRINGEMENT; OR
- (v) PERFORMANCE OF PRODUCTS TO STANDARDS SPECIFIC TO THE End-User REQUIREMENTS OR EXPECTATIONS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND


(b) CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION, CONDITION, OR WARRANTY MADE BY SUPPLIER, OR ANY OTHER PERSON ON SUPPLIER'S BEHALF TO PURCHASE ANY PRODUCT OR SERVICE OR PARTICIPATE IN ANY AFFILIATE PROGRAM OR OTHERWISE.

Section 14.04 Third-Party Products. Customer acknowledges and agrees that Supplier provides 2 types of Products, each with its own set of rules and warranties:

- (a) **Proprietary.** product designed, prepared, and produced by or for and upon the planning and designation of the Supplier, where Supplier is the exclusive or co author of such product and where Supplier is deemed being or representing the copyright holders of such product, directly and without further intermediary, and

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- (b) **Third Party Product Company.** Product which the Supplier offers as a representative of the Product Company in which Supplier has no shared rights of authorship or otherwise copyrights or Patent, which remain in the possession of the registered owners, completely unrelated to Supplier, or where Supplier has no rights to access in any way any sort of claim to these rights.
 - (c) **Severability of Products.** Products purchased by Customer under this Agreement are therefore deemed to belong exclusively to one or the other category above and may not contain, nor be contained in, nor incorporated into, attached to or packaged together whether in theory or practice, for the sake of applicability of warranty, even if Third Party terms allows such mixing of its products, or products are purchased together in one transaction. Third-Party Products are not covered by the Supplier's Limited Warranty. For the avoidance of doubt, Supplier makes no representations, conditions, or warranties regarding any Third-Party Products, including any product offered by Supplier through affiliate program and produced by such Products' Companies. Customer shall therefore look solely toward the Third Party's warranty terms and conditions for such concerns.

ARTICLE XV

Indemnification

Section 15.01 Customer General Indemnification. Subject to the terms and conditions of this Agreement, Customer (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend Supplier and its parent, officers, directors, partners, shareholders, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, Actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, disbursements and charges, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, (collectively, the "**Losses**"), arising out of or relating to any Claim of a third party:

- (a) relating to a breach or non-fulfilment of any representation, condition, warranty or covenant under/representation, condition or warranty set out in this Agreement by Indemnifying Party or Indemnifying Party's Personnel;
- (b) alleging or relating to any negligent act or omission of Indemnifying Party or its Personnel (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement;
- (c) relating to a purchase of a Product by any Person purchasing directly or indirectly through Indemnifying Party and not directly relating to a claim of Limited Warranty breach.





ARTICLE XVI

Limitation of Liability

Section 16.01 No Liability for Consequential or Indirect Damages. IN NO EVENT IS Supplier OR ITS REPRESENTATIVES LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR AGGRAVATED DAMAGES ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF:

- (A) WHETHER THE DAMAGES WERE FORESEEABLE;
- (B) WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND
- (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED UPON OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Section 16.02 Maximum Liability for Damages. IN NO EVENT SHALL Supplier'S LIABILITY FOR EACH CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE (1) TIME THE TOTAL OF THE AMOUNTS PAID TO Supplier UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF THE Supplier'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

In other words, the maximum penalty that may be imputed upon Supplier is the amount paid to the Supplier by Customer for the one specific item purchased and disputed, and Customer, upon purchasing Product or Services from Supplier agrees to such maximum and would seek no further amount than that which the product or service in dispute has been purchased for at time of purchase and exclusive of any other Product or service unrelated to the dispute. A dispute will be deemed to apply to and be restricted to a maximum of only one product or service at a time for each incident, and each product or service disputed will be considered individually as a different and separate dispute that cannot be combined with any other.

ARTICLE XVII

Miscellaneous

Section 17.01 Entire Agreement.

Subject to ARTICLE IV, this Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, conditions and warranties, both written and oral, regarding such subject matter.





Section 17.02 Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at the email address last used by them.

Section 17.03 Interpretation.

(a) For purposes of this Agreement, unless otherwise specifically noted:

- (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation";
- (ii) the word "or" is not exclusive;
- (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" and the likes refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders.

(b) Unless the context otherwise requires, references in this Agreement:

- (i) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement;
- (ii) to an agreement, instrument or other document means the agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and
- (iii) to a statute means the statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set out verbatim herein. Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in currency of the United States of America.

Section 17.04 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.


Section 17.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 17.06 Amendment and Modification. The Supplier may amend or modify this Agreement in writing at any point in time at its sole and absolute discretion.

Section 17.07 Waiver.

- (a) No waiver under this Agreement is effective unless it is in writing and signed by the Party waiving its right.



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- (b) Any waiver authorized on one occasion is effective only in that instance and only for the purpose and time stated and does not operate as a waiver on any future occasion.
 - (a) None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement:
 - (i) any failure or delay in exercising any right, remedy, power or privilege, or in enforcing any condition under this Agreement; or
 - (i) any act, omission, or course of dealing between the Parties.

Section 17.08 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or later be available at Law, in equity, in any other agreement between the Parties or otherwise.

Section 17.09 Equitable Remedies. Customer acknowledges and agrees that (a) a breach or threatened breach by Customer of any of its obligations under ARTICLE XIII would give rise to irreparable harm to the Supplier and other Party involved for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Customer of any of these obligations, Supplier shall, in addition to any and all other rights and remedies that may be available to Supplier at Law, at equity or otherwise in respect of this breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages do not afford an adequate remedy.

Section 17.10 Assignment. Customer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Supplier.

Section 17.11 Successors and Assigns. This Agreement is binding on and enures to the benefit of the Parties and their respective permitted successors and permitted assigns.

Section 17.12 No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective permitted successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 17.13 Governing Law. This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto [and all matters arising out of or relating to this Agreement] are governed by and construed in accordance with the Laws of the State of Florida, and the federal laws of the USA applicable therein without giving effect to any choice or conflict of law provision or rule to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Florida. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.





Section 17.14 Dispute Resolution and Arbitration Clause. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved through confidential binding arbitration in accordance with the rules of the applicable jurisdiction. Arbitration shall take place in State of Florida, unless otherwise mutually agreed upon in writing. Each Party shall bear its own legal fees, costs, and expenses.

Customer agrees to waive any right to participate in a class action, class arbitration, or other representative action against Supplier. All claims must be brought in an individual capacity only and may not be consolidated with any claims of other individuals.

This clause does not limit the Supplier's right to seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property, confidential information, or to enforce compliance with this Agreement.

Section 17.15 Survival of terms. The provisions of this Agreement that by their nature should survive termination shall remain in effect, including but not limited to confidentiality, intellectual property, copyrights, patents, indemnification, limitations of liability, and dispute resolution.

Section 17.16 Acceptance of Terms.

By purchasing any product, enrolling in any program, or participating in any capacity as a Customer (as defined in this Agreement) of The Branding Success LLC, you acknowledge and agree that your participation constitutes automatic acceptance of the terms and conditions of this Agreement, regardless of whether you have signed it in writing.

This Agreement applies in full upon purchase and/or participation in any product, course, community, or affiliate program related to The Branding Success LLC. Your continued participation or use of our products or services confirms your agreement to be bound by all current and future terms herein. If you do not agree, you must cease all use and participation immediately.

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