

Shoptoit Affiliate/Influencer Agreement

Last Updated AUGUST 2024

This Affiliate/Influencer Agreement and the Shoptoit [Chatbot Builder](#) and [QuickBot](#) Terms of Service incorporated herein by reference (collectively the “Agreement”) govern your activity, application to join, and any subsequent participation in, Shoptoit's Affiliate/Influencer programs (the “Programs”). By accepting the Terms of Service, or by participating in the Programs, you also agree to be bound by the terms herein. This Agreement is a binding legal agreement between the individual who accepted its terms or the business entity that the individual represents (“Affiliate”, “Influencer”, “You” or “you”) and Shop To It Inc (“Shoptoit,” “we” or “us”). If You represent a business entity, you represent and warrant that you have the authority to bind that entity to this Agreement. Shoptoit reserves the right to modify the Agreement at any time. Your continued participation in the Program shall be deemed acceptance of any new versions of the Agreement.

SECTION 1. PROGRAM APPLICATION

You agree to provide all information reasonably requested by Shoptoit in connection with Your Program application, and You represent and warrant that all information that You provide is truthful and accurate. You understand and agree that Shoptoit retains sole and exclusive discretion to determine whether You qualify for participation in the Program. Shoptoit reserves the right to change its criteria for the Program at any time, for any reason. You expressly consent to be contacted about your application and the Program via the email address and the phone number You provide in Your application. Such forms of contact may include but are not limited to automated dialing systems, texts and artificial or pre-recorded messages. You may revoke this consent at any time by submitting such revocation in writing to compliance@goShoptoit.com.

SECTION 2. PROGRAM RULES (THE “RULES”)

To participate in the Program, you must comply with the following Rules. If Shoptoit determines, in its sole discretion, that you are not in compliance with these Rules, you will be considered in material breach of this Agreement, and Shoptoit may terminate this Agreement and Your participation in the Program immediately (including forfeiture of Earned Commissions), without liability, in addition to seeking any other available remedies in law and equity.

a. Compliance with the Laws. You are responsible for compliance with all applicable laws and regulations. In particular, Affiliate/Influencer may only publish or otherwise distribute advertisements in strict compliance with all applicable laws and regulations, including without limitation, laws prohibiting deceptive and misleading advertising and marketing, email marketing laws (including the federal CAN-SPAM Act (15 U.S.C. § 7701)), laws governing testimonials (including the FTC’s Revised Endorsements and Testimonials Guides (16 CFR Part 255 of the Code of Federal Regulations)), and all guidelines issued by the FTC. Shoptoit retains the sole and exclusive discretion to determine whether Affiliate/Influencer’s advertising and conduct is in compliance with all laws.

b. Disclosure Requirement. On any website that Affiliate/Influencer advertises any Shoptoit Service or product, Affiliate/Influencer must plainly display (i.e., not in a link, or in small font) disclaimer language, such as: *“Disclosure: I am an independent entity from Shoptoit. I am not an agent or employee of Shoptoit and have no authority to make binding contract or represent Shoptoit. I receive referral payments from Shoptoit. The opinions expressed here are my own and shall NOT be interpreted or considered as representations, guarantees, or statements made by Shoptoit Inc or any of its subsidiaries, agents, or assigns.”*

c. Non-Disparagement. Affiliate/Influencer agrees that they shall not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning Shoptoit or any employees or officers now or in the future. Affiliate/Influencer may not make any negative comment about a competitor for the purpose of promoting Shoptoit products or services.

d. Social Media Requirements. If Affiliate advertises on any social media platform, Affiliate/Influencer must comply with all rules imposed by each social media platform (for example, this includes but is not limited to the following: (i) Each Instagram post must use Instagram’s “Paid Partnership” tool, and (ii) Each YouTube post must contain the word “Ad,” “Advertisement,” “Promotion,” or “Paid Partnership” within the video itself in a font size that is clearly recognizable to the viewer and which appears persistently throughout the length of the video in the top right hand portion of the video). You are responsible for ensuring Your

compliance with the applicable social media platform rules. In addition, each post must comply with all of the following:

1. Each post must contain #Shoptoit
2. Each post must contain #ad in a clear and conspicuous location before the text of the description and in all events before the “More” button

e. Marketing Claims. Affiliates/Influencers are strictly prohibited from making claims concerning the products and services offered by Shoptoit that are inconsistent with, or beyond the scope of marketing materials produced and made available by Shoptoit on Shoptoit’s website, www.Partners.Shoptoit.com (“Shoptoit Website”). Affiliate is also expressly prohibited from making any express or implied claims that Shoptoit is or provides a business opportunity, franchise opportunity, a “business-in-a-box,” or an assisted marketing plan. Affiliates/Influencers may not make, publish or communicate any claims or statements that expressly or impliedly guarantee that a potential new user (“Prospect”) will make money by using Shoptoit or by becoming an Affiliate/Influencer. In addition, all marketing collateral made, published and communicated by Affiliate/Influencer must be:

1. completely true and accurate and supported by evidence of Affiliate’s/Influencer’s experience.
2. accompanied by the following disclaimer in clear and conspicuous font and placement: “These were my results based on my experience. Your results may be different. There is no guarantee you will make money.”

f. General Advertising Rules. You represent and warrant that Your affiliate website(s) (“Website”), social media posts, and any other advertising materials will not:
Infringe Shoptoit’s or anyone else’s intellectual property, publicity, privacy or other rights.

1. Contain any content that is threatening, harassing, defamatory, obscene, harmful to minors, offensive, or contains nudity, pornography, or sexually explicit materials.
2. Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information.
3. Contain software or use technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate payments from another website. This includes toolbars, browser plug-ins, extensions, and add-ons.

g. Pay-Per-Click (“PPC”) Guidelines: Affiliates/Influencers may run paid advertising campaigns as long as they are otherwise in compliance with the terms of this Agreement, Google's terms and conditions related to PPC, and any applicable laws and regulations.

h. Other Rules: You represent, warrant and agree to comply with the following:

1. Affiliate/Influencer is responsible for ensuring its employees, agents, and representatives comply with this Agreement. Any breach of the Agreement by an employee, agent, or representative acting on Affiliate's/Influencer's behalf shall be deemed a breach by the Affiliate/Influencer.
2. Affiliate/Influencer is not permitted to engage in any unlawful or deceptive actions with respect to search engine optimization.
3. Affiliate/Influencer shall not offer monetary incentives, such as rewards points, cash, or prizes to Prospects in return for their response to an advertisement.
4. Affiliate/Influencer will only use the links we provide you for each banner, text link, or other affiliate link obtained from the affiliate interface without manipulation or modification of any kind.
5. You may not “self-refer,” meaning that only transactions by other persons using your affiliate link will result in Earned Commissions.
6. You may not engage in deceptive, manipulative or fraudulent behaviors (whether done independently, in coordination with a Prospect, or another affiliate) or otherwise engage in conduct that, in Shoptoit's sole discretion, is abusive of or outside the spirit of the Program in order to acquire additional Commissions.
7. You will not engage in any behaviors that are fraudulent, abusive, or harmful to the Shoptoit Website or the Program at our discretion.
8. We reserve the right, at any time, to review your placement and approve the use of your links and require that you change the placement or use to comply with the guidelines provided to you.
9. Your Website will not in any way copy, resemble, or mirror the look and feel of Shoptoit's Website. You will also not use any means to create the impression that Your Website is Shoptoit's Website or any part of Shoptoit's Website, including by framing of Shoptoit's Website in any manner.
10. You may not engage in cookie stuffing or include pop-ups or false or misleading links on Your Website. In addition, you will not attempt to mask the referring URL information (i.e., the page from where the click is originating).
11. The maintenance and the updating of Your Website(s) will be your responsibility. We may monitor Your Website(s) as we feel necessary to make sure that it is (or they are) up-to-date and to notify you of any comments as it relates to the Program.
12. You will not send unsolicited bulk-emails, text spam, form spam, social media spam or any other form of communication to which Prospects or others have not consented.

13. You will not create advertisements that appear on (a) sites and apps that contain or reference categories adult content, pornography, weapons, graphic violence (including any violent video game images), alcohol, drugs, tragedy, transportation accidents, sensitive social issues, gambling, or content that is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), or solicitous of any unlawful or offensive behavior; or (b) ads that appear on fake news content.
14. You will not use any images, text, or other content provided to you by Shoptoit except as authorized under this Agreement and may not modify the graphic image or text in any way. All of our rights in the images and text, any other images, our trade names and trademarks, and all other intellectual property rights are reserved.
15. You will not offer discounts, coupons, free trials, promo codes, or any other promotional offer that is not expressly authorized by Shoptoit in writing. Shoptoit may, on a case-by-case basis, offer you access to discounts, coupons, free trials, promo codes, or other promotional offer, and you agree to comply with all terms and limitations that Shoptoit establishes in connection with such promotional offers.
16. Unless otherwise agreed upon in writing by Shoptoit, you may not promote through a sub-affiliate network.

SECTION 3. COMPENSATION

Upon acceptance into the Program, Affiliates/Influencers will receive a unique Affiliate ID through <https://Shoptoit.firstpromoter.com>. This Affiliate ID will be incorporated in the URL that You use to advertise Shoptoit. You may earn Commissions (as further described below) for each sale (“Sale”) that is registered using Your Affiliate ID.

In the event that a Prospect has multiple Affiliate cookies (“Cookies”), the most recently acquired Cookie will generally determine which Affiliate/Influencer is credited with a Sale except in instances of (i) recently canceled Prospects who attempt to re-subscribe under a different Affiliate/Influencer within 90 days of cancellation, (ii) cases of self-referral, or (iii) other scenarios at Shoptoit’s sole discretion. If a Prospect signs up for Shoptoit without connection to any Affiliate/Influencer, that Prospect is considered unaffiliated, and no Commissions will be earned by any Affiliates/Influencers for that Prospect unless otherwise agreed to by Shoptoit in writing.

A Commission is “earned” only if (i) Affiliate/Influencer has registered and maintained a usable account with a third party payment provider to receive Commission payments and provided complete and accurate information to Shoptoit to facilitate payment and (ii) a Prospect’s account has remained in good status for at least forty-five (45) days after the

Sale. No Commission is earned for a Sale if, at the time of attempted payout, Affiliate/Influencer has not maintained a usable account with a third party payment provider or Shoptoit is unable to payout Commissions due to incomplete or inaccurate information provided by the Affiliate/Influencer. Commission payout amounts will be determined by Shoptoit in its sole discretion. Commission rates may change from time to time at Shoptoit's sole discretion. Except as otherwise provided herein, Commission payouts will be paid on the 15th of each month following Shoptoit's receipt of payment for a Sale, subject to the other terms of this Agreement. In the event the 15th of each month falls on a holiday or weekend, Commission payouts will typically occur on the following business day, although exceptions may apply. All Commission payouts are calculated based on the amount of fees received by Shoptoit, less sales taxes.

The Commission Rates are as follows:

- A. ChatBot Builder Unlimited/QuickBot Unlimited Account: 40% (applicable to all approved Affiliates/Influencers)
- B. Second Tier ChatBot Builder Unlimited/QuickBot Unlimited Account: 10% (applicable to all approved Affiliates)

All Commissions are paid in U.S. Dollars (USD) or otherwise in currencies offered by the payment provider. Some payment methods may incur processing fees that may be deducted from Your Commissions. Your combined Commission must be equal to or exceed Fifty and 00/100 Dollars (\$50.00) (USD) before You receive a payment from Shoptoit. If Your combined Commissions in a 120-day period do not exceed \$50.00 (USD), Your Commissions will not be paid and will be forfeited.

Affiliates/Influencers must register with a third party payment provider to receive Commissions payouts. Shoptoit or the third party payment provider may require You to submit a completed W-8 or W-9 tax form or any ancillary supporting documentation or tax other documents (the "Required Documents") before processing Commissions payouts. If You fail to submit the Required Documents in a timely manner, Shoptoit or the third party payment provider may refuse to payout Commissions that were earned more than 120 days prior to receiving your Required Documents. If You are not a resident of the United States, Shoptoit may withhold tax (including, not limited to, VAT) where required by applicable law. You are solely responsible for complying with all tax laws in Your respective jurisdiction(s) including, but not limited to, the payment of all required taxes, and filing of all returns and other required documents with, the applicable governing body(ies).

If Shoptoit determines, in its sole and exclusive discretion, that any Sale was procured fraudulently or as a result of any violation of this Agreement or applicable law, no Commission will be considered earned for such Sale. If a Commission has already been paid out for a Sale that is later deemed by Shoptoit to be fraudulent or in violation of this Agreement or the law, the Commission amount will automatically be withheld against any future Commissions or refunded back to Shoptoit at its option. Shoptoit may also terminate this Agreement and Your participation in the Program immediately without any further liability to you.

If a refund or charge-back occurs for a Sale, and if a Commission was already paid to You for that Sale, such Commission is considered unearned, and the Commission will be deducted from Your future Commission payouts.

Shoptoit will make reasonable efforts to payout all Earned Commissions. In the event that Shoptoit is unable to payout a Commission for any reason outside of Shoptoit's control, those Commissions may be forfeited at Shoptoit's sole discretion.

SECTION 4. INTELLECTUAL PROPERTY RIGHTS

Shoptoit may provide you with certain resources and materials (such as white labeled courses, powerpoints, pitch decks, website templates, images, social media posts, etc) to be used in connection with your participation in the Program (collectively, "Shoptoit Materials"). You acknowledge our ownership of our Shoptoit Materials, agree that you will not do anything inconsistent with our ownership, and agree that all of your use of the Shoptoit Materials (including all associated goodwill) will insure to the benefit of, and on behalf of the Shoptoit. If requested, you agree to assist us in recording this Agreement with appropriate government authorities. You agree that nothing in this Agreement gives you any right, title, or interest in the Shoptoit Materials other than the right to use the Shoptoit Materials in accordance with this Agreement. You also agree that you will not attack our rights in or title to the Shoptoit Materials or the validity of the Shoptoit Materials or this Agreement.

All rights with respect to the Services and Shoptoit's name and trademarks, whether now existing or which may hereafter come into existence, which are not expressly granted to Affiliate/Influencer herein are reserved to Shoptoit. Any goodwill generated through Affiliate's/Influencer's use of Shoptoit's name and trademarks shall insure solely to the benefit of Shoptoit. Except as set forth in this Agreement, Affiliate/Influencer may not use Shoptoit's name or trademarks without Shoptoit's prior written consent. Affiliate/Influencer

will promptly notify Shoptoit of any infringement or threatened infringement of any rights of Shoptoit of which Affiliate/Influencer becomes aware and will provide reasonable assistance to Shoptoit, at Shoptoit's expense, in connection therewith. Affiliate/Influencer shall not promote or provide services to any other business or person that is infringing any of Shoptoit's intellectual property. Affiliate/Influencer will use commercially reasonable means to protect the security of the Services on Affiliate's/Influencer's system and network, including internal and public websites, from hacking or other unauthorized access, modification or redistribution. Upon becoming aware of any breach in security, Affiliate/Influencer shall notify Shoptoit and take prompt action to remedy such breach.

SECTION 5. TERM AND TERMINATION

The term of this Agreement will begin the earlier of (i) your acceptance or signing of this Agreement; or (ii) Shoptoit's approval of Your participation in the Program. Your participation in either Program will continue month-to-month until terminated. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days' written notice of termination. If, in our sole determination, You defaulted or made an attempt to default any term or provision of the Agreement, Privacy Policy, or the Terms of Service, or violated any law, whether in connection with Your use of Shoptoit or otherwise, we may terminate the Agreement or suspend Your access to the Website at any time without notice to You. In such an instance, and in our sole discretion, we may also for the aforementioned reasons, terminate our relationship and suspend any accounts owned/controlled by You. In the event this Agreement is terminated due to Your default, You immediately forfeit all Commissions, and any other payments owed to You or that may in the future be owed to You without any further liability by Shoptoit to You.

If this Agreement is terminated or canceled, then all provisions that, by their nature, should survive, will survive, including, but not necessarily limited to, all limitations of liability, disclaimers of warranties, indemnity obligations, mandatory arbitration and class action waiver provisions, and exceptions to arbitration. All representations and warranties undertaken by You shall also survive termination or cancellation of this Agreement and/or Your Shoptoit account.

SECTION 6. ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to Your other representations and warranties herein, You further represent and warrant that there are no prior or pending government investigations or inquiries of, or prosecutions against You by the Federal Trade Commission ("FTC"), any other federal or

state governmental agency, or any industry regulatory authority, anywhere in the world, nor any prior or pending private lawsuits against You which relate to alleged intentional torts or alleged violation of any consumer protection or advertising laws. If You become the subject of such an investigation, inquiry, prosecution, or lawsuit any time after this Agreement is executed, You are required to notify Shoptoit of the same within 24 hours. Shoptoit, in its sole and exclusive discretion, may immediately terminate Your participation in the Program, as well as immediately terminate this Agreement, based on any investigation, proceeding, or lawsuit identified pursuant to this paragraph.

SECTION 7. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties with regards to the Program and supersedes any other written or oral agreement between the parties. In the event that you have executed a separate written agreement related to the Program, that separate agreement shall prevail in the event of a conflict between it and this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR

Affiliates are independent contractors of Shoptoit. It is the express understanding and intention of the Parties that no relationship of employee/employer nor principal and agent shall exist between Shoptoit and You by virtue of this Agreement. You have no right to act on behalf of or bind Shoptoit in any way, nor share in the profits or losses of Shoptoit. The only compensation available to You is set forth in this Agreement. You are solely and exclusively responsible and liable for all of Your acts or omissions.

SECTION 9. DISCLAIMER

Shoptoit does not promise, guarantee, or warrant Your business success, income, or sales. You understand, acknowledge, and agree that Shoptoit will not at any time provide sales leads or referrals to You. You understand and agree further that this is not a business opportunity, a franchise opportunity, a “business-in-a-box,” or an assisted marketing plan.

SECTION 10. LIMITATION OF LIABILITY

Except where otherwise inapplicable or prohibited by law, in no event shall Shoptoit or any of its officers, directors, shareholders, employees, independent contractors, telecommunications providers, and/or agents be liable for any indirect, special, incidental, exemplary, consequential, punitive, or any other damages, fees, costs or claims arising from

or related to this Agreement, Terms of Service, the Privacy Policy, the Platform or Services, your or a third party's use or attempted use of the website or any software, service, or product, regardless of whether Shoptoit has had notice of the possibility of such damages, fees, costs, or claims. This includes, without limitation, any loss of use, loss of profits, loss of data, loss of goodwill, cost of procurement of substitute services or products, or any other indirect, special, incidental, punitive, consequential, or other damages. This applies regardless of the manner in which damages are allegedly caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), warranty, or otherwise. In no event shall Shoptoit's liability to you or your business exceed the amount of three (3) times the payments paid by you to Shoptoit for the month preceding the date in which the facts giving rise to a claim against Shoptoit occurred or one-thousand five-hundred dollars (\$1500), whichever is less, subject to applicable law, the remedies set forth above are your sole and exclusive remedies for Shoptoit's entire obligation and liability, for any breach of our limited warranty. Subject to applicable law, under no circumstances will Shoptoit's obligation or liability hereunder exceed the limited liability amount stated in this section. However, this shall not prevent Shoptoit from seeking any and all remedies available to it in law or equity.

SECTION 11. DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION, CLASS ACTION WAIVER, & GOVERNING LAW

Any dispute arising hereunder shall be settled by arbitration administered by the American Arbitration Association pursuant to its then-current rules. The arbitration shall be conducted before a panel of one arbitrator in Dallas County, Texas. The arbitration shall be conducted in the English language. The arbitrators will be bound to apply the laws of the State of Texas. The decision of the arbitrator(s) will be made in writing and shall be final and binding on the parties. Each party shall be responsible for its own costs with respect to the proceedings irrespective of the outcome. This Section provides the sole recourse for the settlement of dispute rising hereunder, except that either party may seek a preliminary injunction or other form of injunctive relief in any court of competent jurisdiction if, in its reasonable, good faith judgment, such action is necessary to prevent or curtail irreparable harm.

Furthermore, the parties agree not to bring any disputes between each other on a collective or class basis; rather, the parties agree to bring such disputes in arbitration on an individual basis only. An arbitrator may not resolve any disputes concerning the enforceability or validity of this class and collective action waiver; only a court with proper jurisdiction may

resolve such a dispute. If this class action waiver is held to be illegal for any reason, the parties agree that a court, and not an arbitrator, will hear any class or collective action.

SECTION 12. INDEMNITY

You agree to protect, defend, indemnify and hold harmless Shoptoit, its officers, directors, employees, owner(s), and parent company(ies) and assigns from and against all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees and the costs of any investigation) directly or indirectly arising from or in any way connected with (1) use of or reliance on information or data supplied or to be supplied by You (2) any breach of this Agreement by You (3) the use or possession of any Shoptoit property by You, except to the extent caused by the Shoptoit's gross negligence or willful misconduct (4) any negligence, gross negligence or willful misconduct by or on behalf of You or Your employees or agents.

SECTION 13. SEVERABILITY

In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement and the Terms of Service, as so modified, shall continue in full force and effect.

SECTION 14. JUDICIAL ACTION FOR PROVISIONAL RELIEF

High Level shall have the right to seek and obtain from any court of competent jurisdiction any equitable or provisional relief or remedy enforcing any right or interest it may have in connection with this Agreement, including without limitation a temporary restraining order, preliminary injunction, writ of attachment, order compelling an audit, or enforcement of any liens or security interests held by either party in the property of the other. No judicial actions permitted by this paragraph shall waive or limit the claiming party's rights to adjudicate the merits of the dispute by arbitration.

The parties hereby agree and acknowledge that any breach or threatened breach of this Agreement will result in irreparable harm to Shoptoit for which there will be no adequate remedy at law. In addition to other remedies provided by law or at equity, in such event the non-breaching party shall be entitled to seek injunctive relief, without the necessity of posting a bond and without having to establish actual damages resulting from a breach, to prevent any further breach of this Agreement by the other Party.

SECTION 15. COMPLAINT NOTIFICATION

Affiliate/Influencer must notify Shoptoit of any complaint received by Affiliate/Influencer regarding any advertisements within twenty-four (24) hours of receiving such complaint. Notice should be sent to the Shoptoit Support Team. Contact support at affiliates@shoptoit.com.

SECTION 16. FORCE MAJEURE

No party will be liable for nonperformance of any of its obligations under the agreement if its nonperformance was due to a Force Majeure Event as defined in of this Section if reasonable notice and good faith efforts to find a reasonable solution are provided. "Force Majeure Event" shall mean any act of God; war; riot; civil strife; act of terrorism, domestic or foreign; embargo; governmental rule, regulation or decree; flood, fire, hurricane, tornado, or other casualty; earthquake; strike, lockout, or other labor disturbance; the unavailability of labor or materials to the extent beyond the control of the party affected; pandemics, epidemics, local disease outbreaks, public health emergencies, and quarantines; or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. Upon occurrence of a Force Majeure Event, the non-performing party shall, in a timely manner, notify the other party that a Force Majeure Event has occurred, its anticipated effect on performance.