

## AFFILIATE TERMS & CONDITIONS

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE EARTH ECHO AFFILIATE PROGRAM OR ONE OF ITS OFFERS, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

As an authorized Affiliate of Earth Echo LLC (hereinafter “Earth Echo”, “EE” or “We”), you agree to abide by these terms and conditions.

***As an affiliate you are agreeing to legally advertise our Cacao Bliss offer via the email list you manage only and you agree you will not run any paid ads traffic to our Cacao Bliss offer, unless you receive advance written approval from Earth Echo.*** You will receive commission products purchased by individuals referred to Earth Echo by your efforts promoting to your managed email list.

### **1. Approval or Rejection of your Affiliate Application**

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

### **2. Commission Terms**

- a. Commissions will be paid according to Clickbank Affiliate policies and procedures.
- b. Affiliates cannot refer themselves; no affiliate commissions will be paid on affiliate purchases.
- c. ***As an affiliate you are agreeing to legally advertise our Cacao Bliss or any other Earth Echo product offer via the email list you manage only and you agree you will not run any paid ads traffic to our Cacao Bliss or other Earth***

***Echo product offers, unless you receive advance written approval from Earth Echo.***

- d. You will receive commission on products purchased by individuals referred to Earth Echo by your efforts in promoting to your managed email list.
- e. Payments will only be sent for transactions that have been successfully completed. Transactions that result in chargebacks or refunds will not be paid out.

### **3. Relationship between the Parties**

- a. Affiliate is an independent contractor and nothing herein shall create any association, partnership, joint venture, employee or agency relationship between Affiliate and Earth Echo. Affiliate assumes full and sole responsibility for the payment of all state and federal income taxes, unemployment insurance, Social Security taxes, and disability insurance. Affiliate shall indemnify and hold Earth Echo harmless against the payment of any of the above taxes and contributions in connection with such services.

### **4. Termination**

- a. Your affiliate application and status in the Program may be suspended or terminated for any of the following reasons:
  - i. Running paid ads traffic to any of our offers
  - ii. Inappropriate advertisements (false claims, misleading hyperlinks, etc.).
  - iii. Spamming (mass email, mass newsgroup posting, etc.) and any violation of local, state and federal laws including by not limited to CAN-SPAM, FTC regulations, CCPA and GDPR.
  - iv. Advertising or promoting illegal activities.
  - v. Failure to disclose the affiliate relationship for any promotion that qualifies as an endorsement under existing Federal Trade Commission guidelines and regulations, or any applicable state laws.
  - vi. Violation of intellectual property rights.
  - vii. Offering rebates, coupons, or other form of promised kick-backs from your affiliate commission as an incentive.
  - viii. Self referrals, fraudulent transactions, or any type of suspected Affiliate fraud.

- b. In addition to the foregoing, Earth Echo reserves the right to terminate any Affiliate account at any time, in its sole discretion and with no notice.

**5. Affiliate Links & Affiliate Responsibility**

- a. We will make available to you via the Affiliate Program a variety of graphic and textual links which are subject to the terms and conditions hereof. The Links will serve to identify your site as a member of the EE Affiliate Program. In utilizing the Links, you agree that you will cooperate fully with us in order to establish and maintain such Links.
- b. The position, prominence, and nature of links on the Affiliate's site shall comply with any requirements specified in the Offer, but otherwise will be in the discretion of the Affiliate.
- c. Affiliate agrees not to make any representations, warranties, or other statements concerning EE, EE sites, any EE products or services, or EE site policies, except as expressly authorized by the Offer.
- d. Affiliate is responsible for notifying EE of any malfunctioning of the Links or other problems with Affiliate's participation in the Offer.
- e. You will be solely responsible for the development, operation, and maintenance of your site and for all promotional materials that appear on your site. Such responsibilities include, but are not limited to, the technical operation of your site and all related equipment; creating and posting product reviews, descriptions, and references on your site and linking those descriptions to our website; the accuracy and propriety of materials posted on your site (including, but not limited to, all materials related to EE Products and/or promotions); ensuring that materials posted on your site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters.
- f. Affiliate will not present or use any unauthorized content at its site, including, without limitation, graphical images, logos, text copy, editorial copy, press releases or marks, that (i) could be interpreted to suggest that such content has been authored or otherwise provided by, or represents the views or opinions of, Earth Echo; (ii) is misleading, defamatory, libelous, obscene, or otherwise objectionable; (iii) infringes, derogates, dilutes, or impairs the rights of EE or any

third party; (iv) refers to EE but is used as part of a name of a product or service of a company other than EE; or (v) is used in any other manner inconsistent with any term of this Agreement or with any provision of law.

- g. It is the intent of Earth Echo to treat our customers fairly and to comply fully with all Federal Trade Commission's regulations related to advertising. As such, we require our Affiliates to comply with these regulations. This includes, but is not limited to, Federal Trade Commission 16 CFR Part 255: Guides Concerning the Use of Endorsements and Testimonials in Advertising, which requires, among other criteria, that material connections between advertisers and endorsers be disclosed. This means that directories, review/rating sites, blogs and other websites, email or collateral that purport to provide an endorsement or assessment of an advertiser (in this case Earth Echo) must prominently disclose the fact financial or in-kind compensation is provided from the advertiser. You are advised to seek and obtain your own legal advice on how these rules apply to your website or other promotional activities for which you receive compensation. Earth Echo reserves the right to withhold commission fees and cancel the Affiliate relationship with you should we determine, at our discretion, that you are not in compliance with the previously mentioned guide or other FTC regulations/guides we deem relevant.

## 6. Liability

- a. In addition to the Limitation of Liability stated in our Terms of Use, Earth Echo will not be liable for direct, indirect, punitive, special, consequential or accidental damages (loss of revenue or commissions) due to affiliate tracking failures, loss of database files, or any results or intents of harm to our Website(s).
- b. We do not make any expressed or implied warranties with respect to the products sold by Earth Echo. See further information in Section 13 of our Terms of Use.
- c. **AFFILIATE AGREES THAT EARTH ECHO WILL NOT BE LIABLE TO AFFILIATE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR THE LOSS OF ANTICIPATED PROFITS ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT BY EARTH ECHO.**

## **7. Term**

- a. The term begins upon your acceptance in the Program and will end when your Affiliate account is terminated.
- b. These terms and conditions may be modified by us at any time. If any modification to these Terms and Conditions are unacceptable to you, you may terminate your Affiliate account. Your continuing participation as an Affiliate will constitute your acceptance of any change.

## **8. Confidentiality**

- a. Confidential Information shall mean confidential, non-public or other proprietary information including, without limitation, sales tactics, trade secrets, technical data personal information as it relates to Earth Echo and other information of every kind, written or unwritten including, for example and without limitation, algorithms, code, data, designs, documentation, drawings, formulae, product formula, hardware, know-how, ideas, inventions, whether patentable or not, photographs, plans, procedures, processes, reports, research, samples, video and audio content, sketches, software, specifications, operations, products, financial information, including pricing and other confidential information that is disclosed under the terms of this Agreement, or is otherwise learned by You during the course of the Affiliate relationship.
- b. Confidential Information does not include information which is or becomes a part of the public domain without any action by, or involvement of Affiliate.
- c. You agree, as a condition to the receipt of Confidential Information hereunder: (i) not disclose, directly or indirectly, to any third party any portion of the Confidential Information without the prior written consent of EE; (ii) not use the Confidential Information except for the Purpose of this Agreement; (iii) promptly return or destroy, at EE's request, all materials and documentation containing the Confidential Information received hereunder; (iv) take all reasonably necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as EE would with its own confidential information.
- d. EE retains all right, title and interest in and to its Confidential Information including all reproductions, copies, pictures and other documents made or received by YOU from EE.

## **9. Trademarks & Intellectual Property**

- a. EE is the exclusive owner of all rights, title and interest in and to any and all proprietary information, including, without limitation, technology, methods, trade secrets, processes, graphics, audio, visual and other creative materials, items and work product that EE uses in the conduct of their business or provides to customers, including, without limitation, all rights of copyright, patent, trade secrets, trademarks, service marks, trade dress, artistic and moral rights,

character rights, publicity rights, and any and all other proprietary rights of any kind whatsoever relating to the work product, together with any and all applications, registrations, renewals and extension rights, and rights to sue for past, present or future infringement (the "Intellectual Property").

- b. You further understand and acknowledge that any concept, writing, invention, design, system, process, program, development or discovery (collectively, "Intellectual Property") shall be the sole and exclusive property of EE. You have no rights to any of EE concepts, inventions, processes, methodologies or trademarks, nor do You have any rights to any materials that have been copyrighted by EE. Upon termination of this Agreement You agree to return all Intellectual Property back to EE.

## **10. Privacy**

- a. Affiliate agrees that emails promoting Earth Echo products must comply with the U.S. Federal Can-SPAM Act and any comparable laws that apply to the transmission of Affiliate's emails.
- b. Affiliate agrees NOT to send any unsolicited email to any party while under this Agreement. EE has zero tolerance toward any Affiliate who spams any party or individual. If Affiliate is caught spamming by "bots" or automated or anonymous social media posting, they will be removed from the EE Affiliate Program, and their commissions or pending commissions will be canceled and/or forfeited. Spam is defined as emailing or posting to anyone who has not requested information via email or any website and includes "spamming search engines" or social media with links. Affiliate agrees to abide by all Federal Trade Commission Guidelines of the U.S. Federal Can-SPAM Act and Privacy and Electronic Communications (EC Directive) Regulations 2003.
- c. Affiliate shall only send an email or other form of electronic message or advertisement containing EE's name and product to any recipient if the recipient has directly consented to receive such communication from Affiliate or Affiliate has a pre-existing business relationship with the recipient. In addition, Affiliate agrees to provide a recipient of such communication with the ability to "opt out" of further communications from Affiliate either by calling a toll-free number or by sending an "unsubscribe" email to Affiliate.
- d. Affiliate agrees to receive communications via email, mail, and phone from EE when related to the participation in the EE Affiliate Program. This includes program newsletters, and on occasion, special offers and other notifications.
- e. Affiliate agrees to keep Affiliate Account contact information current.
- f. Affiliate understands that invalid contact information is grounds for removal.

## **11. Indemnification**

- a. Affiliate agrees to defend, indemnify and hold harmless Earth Echo and its officers, directors, employees, contractors, and any other Affiliates it may have from any and all demands, claims, damages, liabilities, expenses, or harms, including attorney's fees, arising out of or in connection with your use of this Website, any of Earth Echo's other affiliated Websites, and all products, offerings

or services of Earth Echo. You also agree to indemnify and hold harmless Earth Echo and its officers, directors, employees, contractors, and any other Affiliates it may have from any and all demands, claims, damages, liabilities, expenses, or harms regarding online conduct, breach of these Terms and Conditions, or dealings or transactions with other persons resulting from your use of this Website, any of Earth Echo's other affiliated Websites, and all products, offerings or services of Earth Echo.

- b. Affiliates' application submission and participation is an acknowledgment that you have read this Agreement and agree to be bound by all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit EE relationships on terms that may differ from those contained in this Agreement. We may also solicit EE relationships with entities that operate websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in the EE Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

## **12. General Terms**

- a. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect. Nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on EE's behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this section.
- b. This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of Colorado. All official correspondence shall be sent by registered mail to EE's offices, to the attention of the CEO.
- c. EE may modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion, by posting a change notice or a new Agreement on the Affiliate Site and/or giving you notice of the modification. IF ANY MODIFICATION IS UNACCEPTABLE TO THE AFFILIATE, ITS ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. AFFILIATE'S CONTINUED COMPLIANCE WITH THIS AGREEMENT FOLLOWING EARTH ECHO'S POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON ITS SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.
- d. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason, any other or others of them may be invalid or unenforceable in whole or in part.
- e. YOU INDICATE YOUR APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME AN AFFILIATE UNDER THESE TERMS AND CONDITIONS BY COMPLETING AND SUBMITTING THE AFFILIATE PROGRAM SIGNUP FORM, BY SUBMITTING PROPOSED REFERRED CUSTOMERS OR QUALIFYING

PURCHASES TO US UNDER OUR AFFILIATE PROGRAM, AND/OR BY  
COLLECTING ANY COMMISSION FEES FROM EARTH ECHO.