

Affiliate Program Operating Agreement

Updated: April 17, 2020.

Welcome to CBD by Design's Affiliates Program!

Any person or entity that participates or attempts to participate in our affiliate marketing program (the “**Affiliate Program**” or “**Affiliates Program**” and such person or entity, “**you**”, or an “**Affiliate**”) must accept this Affiliate Program Operating Agreement (this “**Agreement**”) without change. By registering for the Affiliate Program, you agree to this Agreement, including the Program Policies (defined in Section 12), Please read them carefully.

1. Description of the Affiliates Program

Once approved, you will be offered a chance to promote our holistic products on your website, social media user-generated content, or online software application (referred to her as your “Site”) with monetary benefits to you. You will be given an **Affiliate Promotion Code** that links all CBD by Design sales coming from your efforts to your account. At the time of check out, the purchaser will enter your Affiliate Promotion Code with their order. This code will offer the purchaser a discount on our products with a base discount of 10% and link the sale to you. Other promotions run by CBD by Design can be utilized by you, if you choose, upon request and be added to your Affiliate Promotion Code. Your gross income from sales (“fee” or “fees”) will be calculated as follows:

(Cost of goods - Discount on promotion code - Sales tax)/50% = Your gross income (your fee)

This basically means that we are willing to share 50% of our net sales with our Affiliates!

How you get paid:

We will share the total sales coming from your Affiliate Promotion Code (following the calculation above) with you by the 10th of each month. The Affiliate will then be required to invoice us, through our email, for 50% of those sales (your fee). We will then send payment within 7 days of receiving the invoice to the Affiliate for the great work they have done promoting our brand!

2. Affiliates Program Compliance Requirements

You must comply with this Agreement to participate in the Affiliates Program and receive fees.

You must promptly provide us with any information that we request to verify your compliance with this Agreement.

If you violate this Agreement, or if you violate terms and conditions of any other applicable CBD by Design marketing agreement, then, in addition to any other rights or remedies available to us, we reserve the right to permanently (to the extent permitted by applicable law) withhold (and you agree you will not be eligible to receive) any and all fees otherwise payable to you under this Agreement, whether or not directly related to such violation without notice and without prejudice to any right of CBD by Design to recover damages in excess of this amount.

3. CBD by Design Customers

Our customers are not, by virtue of your participation in the Affiliates Program, your customers. As between you and us, all pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and product sales set forth on the CBD by Design Site will apply to those customers and may be changed at any time. You will not handle or address any customer service or product issues involving any of our customers, and if contacted for a matter relating to those issues, you will state that those customers must follow contact directions on that CBD by Design Site to address customer service issues.

4. Warranties

You represent, warrant, and covenant that (a) you will participate in the Affiliates Program and create, maintain, and operate your Site in accordance with this Agreement, (b) neither your participation in the Affiliates Program nor your creation, maintenance, or operation of your Site will violate any applicable laws, ordinances, rules, regulations, orders, licenses, permits, guidelines, codes of practice, industry standards, self-regulatory rules, judgments, decisions, or other requirements of any governmental authority that has jurisdiction over you (including all such rules governing communications, data protection, advertising, and marketing), (c) you are lawfully able to enter into contracts (e.g. you are not a minor or otherwise legally prevented from contracting), (d) you have independently evaluated the desirability of participating in the Affiliates Program and are not relying on any representation, guarantee, or statement other than as expressly set forth in this Agreement, (e) you will not participate in the Affiliates Program or use any other Service Offerings if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using any Service Offering; (f) you will comply with all U.S. export and re-export restrictions, and applicable non-US export and re-export restrictions consistent with U.S. law, that may apply to goods, software, technology and services, and (g) the information you provide in connection with the affiliates Program is accurate and complete at all times. You can update your information by using the Contact page on the CBD by Design Site or by emailing cbdbydesign@gmail.com.

We do not make any representation, warranty, or covenant regarding the amount of traffic or fees you can expect at any time in connection with the Affiliates Program, and we will not be liable for any actions you undertake based on your expectations.

5. Identifying Yourself as an Affiliate

You must clearly state the following, or any substantially similar statement previously allowed under this Agreement, on your Site or any other location where CBD by Design may authorize your display or other use of Program Content: "As a CBD by Design affiliate I earn from qualifying purchases." Except for this disclosure, you will not make any public communication with respect to this Agreement or your participation in the affiliates Program without our advance written permission. You will not misrepresent or embellish our relationship with you (including by expressing or implying that we support, sponsor, or endorse you), or express or imply any affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

6. Term and Termination

The term of this Agreement will begin upon your registration with CBD by Design and last for 90 days. After the 90 days are up, you may contact CBD by Design for an extension of the contract. Either you or we may terminate this Agreement at any time, with or without cause (automatically and without recourse to the courts, if permitted under applicable law), by giving the other party written notice of termination provided that the effective date of such termination will be 7 calendar days from the date notice is provided. You can provide termination notice through the Contact page on the CBD by Design Site or by emailing cbdbydesign@gmail.com. In addition, we may terminate this Agreement or suspend your account immediately upon written notice to you for any of the following: (a) you are in material breach of this Agreement, (b) you otherwise fail to cure within 7 days of our notice to you regarding any other breach of this Agreement (including any Program Policy); (c) we believe that we may face potential claims or liability in connection with your participation in the affiliates Program; (d) we believe that our brand or reputation may be tarnished by you or in connection with your participation in the affiliates Program; (e) your participation in the Affiliates Program has been used for deceptive, fraudulent or illegal activity; (f) we believe that we are or may become subject to tax collection requirements in connection with this Agreement or the activities performed by either party under this Agreement; (g) we have previously terminated this Agreement (or suspended your account) with respect to you or other persons that we determine are affiliated with you or acting in concert with you for any reason, or (h) we have terminated the affiliates Program as we generally make it available to participants. For the avoidance of doubt and without limitation for purposes of the foregoing subsection (a) any violation of Section 5 will be deemed a material breach of this Agreement.

We may hold accrued unpaid fees for a reasonable period of time following termination to ensure that the correct amount is paid (for example, to account for any cancelations or returns).

Upon any termination of this Agreement, all rights and obligations of the parties will be extinguished, including any and all licenses granted in connection with this Agreement, except that the rights and obligations of the parties under Sections 3, 4, 5, 6, 7, 8, 10, and 11 of this Agreement, together with any payable but unpaid payment obligations under this Agreement, will survive the termination of this Agreement. No termination of this Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Agreement prior to termination.

7. Disclaimers

THE AFFILIATE PROGRAM, THE CBD BY DESIGN SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE CBD BY DESIGN SITE, ANY SPECIAL LINKS, LINK FORMATS, CONTENT, THE PRODUCT ADVERTISING API, DATA FEED, PRODUCT ADVERTISING CONTENT, OUR AND OUR AFFILIATES' DOMAIN NAMES, TRADEMARKS AND LOGOS (INCLUDING THE CBD BY DESIGN MARKS), AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INTELLECTUAL PROPERTY RIGHTS, INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF US OR OUR AFFILIATES OR LICENSORS IN CONNECTION WITH THE AFFILIATE PROGRAM (COLLECTIVELY THE "**SERVICE OFFERINGS**") ARE PROVIDED "AS IS" AND "AS AVAILABLE". NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE OFFERINGS. WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY LAW, CUSTOM, COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAY DISCONTINUE ANY SERVICE OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERING, AT ANY TIME AND FROM TIME TO TIME. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, VIRUSES, MALICIOUS SOFTWARE, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE SERVICE OFFERINGS WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH YOUR PARTICIPATION IN THE AFFILIATE PROGRAM, OR (Z) ANY TERMINATION OR SUSPENSION OF YOUR PARTICIPATION IN THE AFFILIATE PROGRAM. NOTHING IN THIS SECTION 7 WILL OPERATE TO EXCLUDE OR LIMIT WARRANTIES, LIABILITIES, OR REPRESENTATIONS THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. Limitations on Liability

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA ARISING IN CONNECTION WITH THE SERVICE OFFERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THE SERVICE OFFERINGS WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED. YOU HEREBY WAIVE ANY RIGHT OR REMEDY IN EQUITY, INCLUDING THE RIGHT TO SEEK SPECIFIC PERFORMANCE, INJUNCTIVE OR OTHER EQUITABLE RELIEF IN CONNECTION WITH THIS AGREEMENT. NOTHING IN THIS PARAGRAPH WILL OPERATE TO LIMIT LIABILITIES THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

9. Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL HAVE NO LIABILITY FOR ANY MATTER DIRECTLY OR INDIRECTLY RELATING TO THE CREATION, MAINTENANCE, OR OPERATION OF YOUR SITE (INCLUDING YOUR USE OF ANY SERVICE OFFERING) OR YOUR VIOLATION OF THIS AGREEMENT, AND YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) RELATING TO (A) YOUR SITE OR ANY MATERIALS THAT APPEAR ON YOUR SITE, INCLUDING THE COMBINATION OF YOUR SITE OR THOSE MATERIALS WITH OTHER APPLICATIONS, CONTENT, OR PROCESSES, (B) THE USE, DEVELOPMENT, DESIGN, MANUFACTURE, PRODUCTION, ADVERTISING, PROMOTION, OR MARKETING OF YOUR SITE OR ANY MATERIALS THAT APPEAR ON OR WITHIN YOUR SITE, (C) YOUR USE OF ANY SERVICE OFFERING, WHETHER OR NOT SUCH USE IS AUTHORIZED BY OR VIOLATES THIS AGREEMENT OR APPLICABLE LAW, (D) YOUR VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT (INCLUDING ANY PROGRAM POLICY), OR (E) YOUR OR YOUR EMPLOYEES' OR CONTRACTORS' NEGLIGENCE OR WILLFUL MISCONDUCT. WE OR OUR NOMINEE MAY TAKE LEGAL ACTION AND PERFORM ANY PROCEDURAL ACT ON BEHALF OF ANY CBD by Design PARTY, INCLUDING THROUGH SPECIAL MANDATE, TO EXERCISE OR DEFEND A LEGAL CLAIM OR FOR THE PROTECTION OF RIGHTS, INCLUDING FOR THE PURPOSE OF ENFORCING THIS SECTION.

10. Governing Law and Disputes

Any dispute relating in any way to the Affiliate Program or this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement, or your relationship with us or any of our affiliates will be subject to the governing law and disputes provision for the applicable CBD by Design Site set forth in Section 14.

11. Taxes

Any taxes and related obligations relating in any way to the Affiliates Program or this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement, or your relationship with us or any of our affiliates will be subject to the tax provision for the applicable CBD by Design Site set forth in Section 15.

12. Additional Provisions and Program Policies

We may send you emails relating to the Affiliates Program from time to time. In addition we may (a) monitor, record, use, and disclose information about your Site and users of your Site that we obtain in connection with your display of Special Links and Program Content (for example, that a particular CBD by Design customer clicked through a Special Link from your Site before buying a product on the CBD by Design Site),(b) review, monitor, crawl, and otherwise investigate your Site to verify compliance with this Agreement, and (c) use, reproduce, distribute, and display your logo and implementation of Program Content displayed on your Site as examples of best practices in our educational materials.

You acknowledge and agree that (a) we and our affiliates may at any time (directly or indirectly) solicit traffic on terms that may differ from those contained in this Agreement, (b) we and our affiliates may at any time (directly or indirectly) operate sites or applications that are similar to or compete with your Site, (c) our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement, and (d) any determinations or updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under this Agreement can be made, taken, or given in our sole discretion and are only effective if provided in writing by our authorized representative.

You may not assign this Agreement, by operation of law or otherwise, without our express prior written approval. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

This Agreement incorporates, and you agree to comply with, the most up-to-date version of all policies, appendices, specifications, guidelines, and other rules referenced in this Agreement. In the event of a conflict between this Agreement and your agreement with a CBD by Design affiliate under a separate affiliate marketing program that agreement will control with respect to such separate program. This Agreement is the entire agreement between you and us regarding the Affiliates Program and supersedes all prior agreements and discussions.

Whenever used in this Agreement, the terms "include(s)", "including", and "for example" are used and intended without limitation.

Any information relating to CBD by Design or any of its affiliates that we provide or make accessible to you in connection with the Affiliates Program that is not known to the general public or that reasonably should be considered to be confidential is CBD by Design's **"Confidential Information"** and will remain CBD by Design's exclusive property. You will

use Confidential Information only to the extent reasonably necessary for your performance under this Agreement and ensure that all persons or entities who have access to Confidential Information in connection with your account will be made aware of and will comply with the obligations in this provision. You will not disclose Confidential Information to any third party (other than your affiliates bound by confidentiality obligations) and you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. This restriction will be in addition to the terms of any confidentiality or non-disclosure agreement between the parties.

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representations on our or our affiliates' behalf. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Agreement, you will be deemed to have taken the action yourself.

13. Modification

We reserve the right to modify any of the terms and conditions contained in this Agreement at any time and in our sole discretion by posting a change notice or revised Agreement by sending notice of such modification to you by email to the primary email address then-currently affiliated with your Affiliates account. The effective date of such change will be the date specified, which other than increased Standard Program Fees and Special Program Fees will be no less than seven calendar days from the date the notice is provided. YOUR CONTINUED PARTICIPATION IN THE AFFILIATE PROGRAM FOLLOWING THE EFFECTIVE DATE OF SUCH CHANGE WILL CONSTITUTE YOUR ACCEPTANCE OF THE MODIFICATIONS. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RE COURSE IS TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 6.

14. Governing Law and Disputes Provision

Any dispute relating in any way to the Associates Program or this Agreement will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law and the laws of the state of Washington, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and us.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to CBD by Design. Payment of all filing, administration and arbitrator fees will be governed by the American Arbitration Association's ("AAA") rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds to court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Notwithstanding anything to the contrary in this Agreement, we may seek injunctive or other relief in any state, federal or national court of competent jurisdiction for any actual or alleged infringement of our or any other person or entity's intellectual property or proprietary rights. You further acknowledge and agree that our rights in the Program Content are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated or adequately compensated for in monetary damages.

15. Tax Provision

We may deduct or withhold any taxes that we may be legally obligated to deduct or withhold from any amounts payable to you under the Affiliate Program. From time to time, we may request tax information from you. If we request tax information from you and you do not provide it to us, we reserve the right (in addition to any other rights or remedies available to us) to hold your fees until you provide this information or otherwise satisfy us that you are not a person from whom we are required to obtain tax information.

Affiliate Name:	CBD by Design Executive Member:
Signature:	Signature:
Date:	Date:
Email address:	Email address: cbdbydesign@gmail.com
Phone Number:	Phone Number:

