

## C.H.E.K Institute Affiliate Program Agreement

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the C.H.E.K Institute Affiliate Program. We reserve the right to edit, change, and amend these terms.

As used in this Agreement, "we" means C.H.E.K Institute LLC, "you" means the applicant, and "product" means any item offered for sale on the C.H.E.K Institute site. "Site" means a World Wide Web site. "Our site" means the C.H.E.K Institute's site, and "your site" means the site or sites you own or operate. "Social media" means any and all sites and services providing such solutions, including but not limited to Twitter, Facebook, LinkedIn, Instagram, YouTube, Google+, Periscope, SnapChat.

**By clicking on the "Submit" button of our Affiliate Program Sign-Up Form, you agree to the following terms and conditions:**

1. **What are the requirements to become an Affiliate?** To participate in our Affiliate Program you must be at least 18 years of age, fill out the C.H.E.K Institute Affiliate Program sign-up form, and complete a W-9 tax form (US) or a W-8 tax form (International Affiliates).

[US Affiliates, click here to download your W-9 form](#)

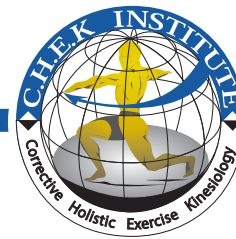
[International Affiliates, click here to download the W-8 form](#)

Please note these links go to the IRS website and the page may change without notice. If the link does not work, please visit [www.irs.gov](http://www.irs.gov) and search for the appropriate form.

Commissions will not be paid until we have received your completed and signed W-9 form (US Affiliates) or W-8 form (International Affiliates) as appropriate.

International affiliates please note that we are required to withhold 30% from your commissions payment and pay on your behalf to the Inland Revenue Service. If your country of residence has a taxation agreement with the USA, this withholding amount may be less or you may be exempt from withholding. Please consult your tax advisor or accountant for advice and make sure to complete the appropriate section of the W-8 form. You may find more information on this on the [IRS website here](#).

2. **Who may NOT participate in the Affiliate Program?** People who promote, own, run or are associated with the following types of sites are not allowed to participate in the C.H.E.K Institute Affiliate Program: adult sites; sites that display adult banners; sites that promote violence, bigotry, or hatred; sites that promote illegal activity; sites that promote discrimination based on race, sex, religion, national origin, disability, sexual



orientation, or age; any site that infringes on the intellectual property of another including but not limited to, the C.H.E.K Institute or its Affiliates.

3. **How Do I Enroll in the C.H.E.K Institute Affiliate Program?** You must complete the Affiliate sign-up form located on our site at:

<http://chekinstitute.com/affiliate-program/>

Please note that even if you complete the sign-up form, we reserve the right to reject your application if we determine (in our sole discretion) that you or your site are unsuitable for our Affiliate program.

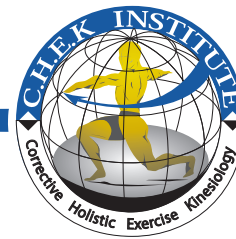
4. **How do I link my site to the C.H.E.K Institute site?** Upon your completion of our Affiliate Program sign-up form, we will acknowledge your completion by email and provide you with access to the Affiliate Program admin area. This admin area contains marketing resources for you, including Affiliate links, banner advertisements, email templates and other resources. The links we provide will direct your site visitors to our site as well as enable us to keep track of the sales you may earn if your visitors purchase products from us.

To keep track of Affiliate sales, our Affiliate Program uses a small text file called a "cookie" that is placed on the hard drive of the visitor's computer. Some web browsers permit users to elect not to receive cookies. Only visitors who accept cookies can be tracked for commissions. You understand that no commission can be paid for any purchase made by a visitor who does not accept "cookies" or who has deleted C.H.E.K Institute "cookies". Moreover, we will not be held responsible if you refer your Affiliate link to people with computer systems that do not allow the "cookies" necessary to give you Affiliate credit, or if they already have another Affiliate's "cookies" on their system. Our Affiliate Program tracks "cookies" for 30 days, so if a visitor uses your affiliate link to visit our site and does not make a purchase on that visit, but subsequently makes a purchase within 30 days, you will be credited with commissions for that purchase so long as the customer has not replaced your affiliate "cookie" with another affiliate "cookie".

5. **Can I be an Affiliate if I don't have a site?** **Yes you can!** You can use links and banners in e-mails, on your social media sites, in videos you post on video sites such as YouTube, or even on offline media such as business cards, flyers and similar. More details are available in the Affiliate Program admin area.

6. **What am I responsible for as a C.H.E.K Institute Affiliate?** You are responsible for:

1. Monitoring the Affiliate Program admin area for updates to our marketing materials, terms and conditions.
2. Maintaining the confidentiality of your password to our Affiliate Admin area, and not



providing your password to any third party. You will promptly notify us of any breach of confidentiality or unauthorized use of your password.

3. Ensuring that each of the links between your site and the C.H.E.K Institute site is an "Affiliate Tagged Link" – a link that tags your customers with your unique Affiliate "cookie". You agree not to modify the Tagged Links in any way.
4. Ensuring you do not make any health claims for any C.H.E.K Institute product or service that are not already on the C.H.E.K Institute web site or other publicly available materials from the C.H.E.K Institute.

7. **What is the procedure for processing customer orders?** The C.H.E.K Institute will process orders placed by customers who purchase products from our site via your Affiliate links. The C.H.E.K Institute reserves the right to reject any orders that do not comply with our policies or conditions at the time of the order.

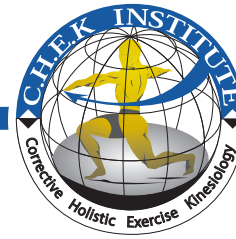
The C.H.E.K Institute will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms, process payments, cancellations and returns and handle customer service. We will track sales made to customers who purchase using your Affiliate links and this sales activity will be reported to you in the Affiliate Program admin area. The form, content, frequency and method of delivery of the reports may vary from time to time at our sole discretion.

8. **What happened if a customer returns a product?** The C.H.E.K Institute offers all customers a 30-day refund policy and you agree to accept that policy for your customers. No commissions will be paid on refunded products.

If a customer who purchased product using your affiliate link decides to return the product for a refund after you have been paid the commission, the applicable commission will be deducted from your Affiliate account and your next monthly payment. If there is no subsequent payment, we will send you a bill for the fee.

9. **Can I purchase C.H.E.K Institute products through my own Affiliate links?** While you can purchase C.H.E.K products through your Affiliate link, commissions WILL NOT be paid on products purchased with one's own Affiliate link. Any commissions generated by the system on an Affiliate's own purchases will be reversed by the C.H.E.K Institute before commissions are paid.

10. **How does the C.H.E.K Institute determine whether to pay a commission to an Affiliate?** The C.H.E.K Institute will pay you when visitors from your site, social media posts or emails use your Affiliate link to purchase products from our site. Commissions are



calculated based on a percent of the "Net Sales" from "Qualifying Purchases". The percent is specified in commission schedules established by us. "Net Sales" shall mean the customers gross shipped sales from Qualifying Purchases less returns, postage, shipping and handling charges, sales, use or other similar taxes. "Qualifying Purchases" shall mean a purchase of a product offered on the C.H.E.K Institute site that meets the following criteria: (i) The purchase must be completed on the C.H.E.K Institute site; (ii) the purchase must be made online with a valid credit card or PayPal; (iii) no phone orders will be accepted.

Exclusions: Anyone can be an Affiliate's customer as long as they have not previously made a purchase with the C.H.E.K Institute and they are not already a customer of another C.H.E.K. Institute affiliate. Once a customer orders through your link or affiliate code, that customer is your customer. To remain your customer, they must place their next order within 30 days after their previous order or the association will be expired.

**11. How much will I be paid?** We will pay you the following commissions on sales to customers who come through your Affiliate links:

- 25% commission on HLC1 Online registrations
- 25% commission on selected C.H.E.K Institute digital products
- 15% on selected C.H.E.K Institute products
- 15% on selected subscriptions for the first three months

Note: These percentages may change at any time, at the sole discretion of the C.H.E.K Institute.

For a complete list of selected C.H.E.K Institute products available for Affiliate commissions, please see the resources section in the Affiliate Admin area online. Products may be added to or removed from this list at any time, at the sole discretion of the C.H.E.K Institute.

**12. When will I be paid?** Subject to the terms and conditions of this Agreement, we will pay you commission each month, so long as the commission earned in the previous month is US\$50 or more.

- Commissions for each month will be issued by the 25<sup>th</sup> of the following month.
- We will issue payments by check or PayPal, for USA Affiliates depending upon the payment for you selected on the Affiliate Program sign-up form. Payments to Affiliates located outside the USA will be made via PayPal.
- If the commission earned is less than US\$50, we will not send payment, but roll forward the commission earned to the subsequent month. Affiliates need to be current on all payments to the C.H.E.K Institute for all products, programs and services in order to be eligible to receive affiliate commission payments.



- Until we receive your completed and signed W-9 form (US Affiliates) or W-8 form (International Affiliates) by mail, fax or email any commission payable to you will be withheld.

13. **Can my Affiliate status be revoked?** Your affiliate application and status in the Affiliate program may be suspended or terminated for any of the following reasons: inappropriate advertisements (false claims, misleading hyperlinks), spamming (mass email, mass newsgroup posting, etc. in violation of CAN-SPAM Act of 2003), advertising on sites containing/ promoting illegal activities, violation of intellectual property rights including unauthorized copying of C.H.E.K Institute materials, or violation of any of these terms and conditions.

14. **What are the policies and pricing for customers?** All customers who purchase products through the Affiliate Program are deemed to be customers of the C.H.E.K Institute. Accordingly, all rules, policies, and operating procedures concerning customer orders, customer service and product sales from and by the C.H.E.K Institute will apply to those customers. Terms, conditions and policies of our site will apply to the visitors' conduct and their rights and obligations while visiting our web site. The C.H.E.K Institute has the right to change its policies and operating procedures at any time including but not limited to prices charged for products included in the C.H.E.K Institute Affiliate Program. We will use commercially reasonable efforts to present accurate information, but cannot guarantee the availability or price of any particular product. You are responsible for periodically visiting, reviewing and becoming familiar with the terms and conditions sections of the C.H.E.K Institute site, which are subject to change at any time and are incorporated into this Agreement by reference.

**15. Ownership and license.** The C.H.E.K Institute hereby grants you a limited, non-exclusive, nontransferable, non-sub licensable, revocable right to use the graphic images and text the C.H.E.K Institute provides Affiliates solely for the purpose of creating links from your site or via social media posts to the C.H.E.K Institute web site. You may not modify the graphic image or text, or any other of these images, in any way, or engage in "site framing" or similar processes.

The C.H.E.K Institute reserves all rights in the graphic image and text, including but not limited to, any C.H.E.K Institute trade names, trademarks, domain names, copyrights trade dress and any other intellectual property rights. You agree to follow C.H.E.K Institute guidelines for use of its trademarks, as those guidelines may change from time to time. In addition, you agree not to use C.H.E.K Institute trademarks in any search engine keyword optimization strategies including in so-called title tags, meta tags and description tags. The C.H.E.K Institute may revoke your license at any time by giving

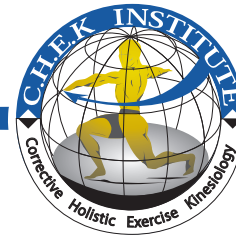


you written notice.

You also agree that you shall use Affiliate links only in order to link to the C.H.E.K Institute web site and to promote your ability to do so pursuant to this Agreement.

You agree that you shall not present Affiliate links or any images comprising them in combination with any other name or mark, in connection with your own goods or services, or in any manner that may suggest or imply that you or your goods or services are supplied by, sponsored by, endorsed by or Affiliated with the C.H.E.K Institute.

16. **You are responsible for your sites.** You are solely responsible for the development, operation and maintenance of your sites and social media pages for your own business and all purposes, and will indemnify and hold the C.H.E.K Institute, its partners and other Affiliates harmless from all claims, damages, and expenses (including, without limitation, reasonable attorneys' fees) relating to the development, operation, maintenance, and contents of your site.
17. **What is the term of this Agreement?** The term of this Agreement will begin upon your completion of the C.H.E.K Institute Affiliate program sign-up form, and may be terminated at will by either party with or without cause. Notice for termination may be given by either party via the e-mail address given by the opposing party and used as registration in the Affiliate Program. Upon the termination of this Agreement for any reason you will immediately cease use of, and remove from your web site, all links to the C.H.E.K Institute web site, and all C.H.E.K Institute trademarks, trade dress and logos, and all other materials provided by or on behalf of the C.H.E.K Institute to you pursuant hereto or in connection with the Affiliate Program. You are only eligible to earn Affiliate commissions on Qualifying Purchases occurring during the term, and Affiliate commissions earned through the date of termination will remain payable only if the related orders are not canceled. The C.H.E.K Institute may withhold your final payment for 60 days to ensure that the correct amount is paid. Both of us agree not to disparage each other to other parties upon the termination of this agreement.
18. **Can this Agreement be modified?** The C.H.E.K Institute may modify any of the terms and conditions contained in this Agreement, at any time and in the C.H.E.K Institute's sole discretion, by posting a change notice or a new agreement in the C.H.E.K Institute Affiliate admin area. Modifications may include, for example, changes in the scope of available Affiliate commissions, Affiliate commission schedules, payment procedures, and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THREE DAYS AFTER OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON THE



C.H.E.K INSTITUTE WEB SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

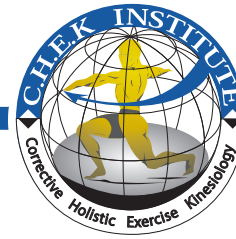
19. **What is the legal nature of our relationship?** You and the C.H.E.K Institute are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on the C.H.E.K Institute's behalf.

You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Agreement. This is a binding contract between you and the C.H.E.K Institute. By clicking on the "Submit" button in the C.H.E.K Institute Affiliate sign-up form, you indicate your willingness to be bound by this Agreement.

20. **Our liability to you is limited.** The C.H.E.K Institute will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if the C.H.E.K Institute has been advised of the possibility of such damages. Further, the C.H.E.K Institute and its Affiliates aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to you under this Agreement.

21. **No warranties.** The C.H.E.K Institute makes no express or implied warranties or representations with respect to the Affiliate Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, the C.H.E.K Institute makes no representation that the operation of the C.H.E.K Institute site or the links or Affiliate links will be uninterrupted or error-free, or will not be re-routed or "black holed." As a result, the C.H.E.K Institute might temporarily be unable to capture information regarding Affiliate links. The C.H.E.K Institute will not be liable for the consequences of any such interruptions or errors. The Affiliate Program is intended for commercial use only in conjunction with your current business and not a new one or one created just for this purpose.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT THE C.H.E.K INSTITUTE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS OR MAINTAIN AFFILIATES ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.



22. **Notices.** Notices to you are effective if provided in writing to the postal addresses or, electronically to the e-mail address set forth in the C.H.E.K Affiliate sign-up form. Notice to us may be given in writing to the C.H.E.K Institute at our address found at <http://www.chek institute.com/about-the-c-h-e-k -institute/contact>
23. **Jurisdiction, arbitration, venue.** This Agreement will be governed by the laws of the State of California without reference to rules governing choice of laws. In any dispute related to this agreement, the parties agree to first mediate the dispute. If the parties are unsuccessful at resolving the dispute at mediation then either party may file for arbitration with a national Arbitration Organization such as the American Arbitration Association. In any dispute action brought by either party they each agree to pay their own attorney's fees and cost associated with the action, and will not request or accept a contrary award.
- You agree that any right of action as a result of this Agreement is personal in nature and agree not to start, or participate in any class action, which may be related in any way to this Agreement, the C.H.E.K Institute or its partners or Affiliates. You agree that such a breach of this section of the Agreement could result in substantial damages, which cannot be measured by dollars alone.
24. **Assignment.** You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against all parties and their respective successors and assigns. The C.H.E.K Institute's failure to enforce performance of any provision of this Agreement will not constitute a waiver of the C.H.E.K Institute's right to subsequently enforce such provision or any other provision of this Agreement.

*Updated December 27<sup>th</sup> 2016*

Signing up for the C.H.E.K Institute Affiliate Program online and clicking the "Submit" button constitutes my digital signature and indicates I have read and understand the above Agreement and agree to be bound by its terms. Note: Pursuant to the Electronic signatures in Global and National Commerce Act ("E-Signature Act"), enacted by Congress on June 30<sup>th</sup>, 2000, e-signatures are legally-binding in the court of law.





Signatures are required below if this agreement is submitted via e-mail, fax or postal mail.

I have read and fully understand this Agreement and agree to be bound by its terms.

**C.H.E.K Institute:**

**Affiliate:**

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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Title

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