

# Affiliate Agreement

Last Updated on September 5, 2022

Music4Life may offer you an opportunity to become an independent Music4life Affiliate (“Affiliate”), wherein you have the opportunity to earn additional money for Music4Life products, services and accounts that you sell. Music 4 Life Technology, Inc., dba Music4Life, reserve the sole and exclusive right to determine the amount of remuneration each Affiliate will receive in exchange for the Affiliate’s efforts. Affiliate commission is further discussed herein. See also Music4Life Terms of Service, which apply to you in your role as Affiliate, unless otherwise expressly provided for.

This Affiliate Agreement (“Agreement”) governs Your application for, and any subsequent participation in, Music4Life Affiliate program. By signing up as a Music4Life Affiliate you thereby accept the terms of this Agreement, You indicate that You have read and understood this Agreement, and agree that You are bound by its terms.

**SECTION 1 - PARTIES** All references to “Music4Life” herein means and refers to Music 4 Life Technology, Inc. doing business as Music4Life. All references to “You” and “Your” mean and refer to the person or entity who has executed this Agreement. Music4Life and You are each referred to herein as a “Party,” and collectively as the “Parties.” You agree to notify us in writing if the legal name of your business or account ownership changes within twenty-four (24) hours of such change and You certify that all such information is truthful and accurate. Notice of such changes should be sent to [affiliate@music4life.us](mailto:affiliate@music4life.us)

**SECTION 2 - APPLICATION** You agree to provide all information requested by Music4Life in connection with Your Affiliate application, and You affirm that all information that You provide is truthful and accurate. You understand and agree that Music4Life retains sole and exclusive discretion to determine whether You qualify for participation in the Music4Life Affiliate program. Not everyone who applies for Music4Life’s Affiliate program will qualify to participate.

**SECTION 3 - CONSENT TO BE CONTACTED** You expressly consent to be contacted at the email address and the phone number You provide in Your application about Your application and the Affiliate program, including through automated dialing systems, texts and artificial or pre-recorded messages, whether by Music4Life or a third-party on behalf of Music4Life. This consent is a material condition of this Agreement and may not be revoked except in writing by both Parties.

**SECTION 4 - COMPENSATION** If Your application to become an Affiliate is approved by Music4Life, You will receive a unique Affiliate ID. The Affiliate ID will be incorporated within the URL which You will use to advertise Music4Life. You will have the opportunity to receive a commission for each sale (“Sale”) that is registered using Your Affiliate ID.

In the event that a prospect (“Prospect”) has multiple Affiliate cookies (“Cookies”), the most recently-acquired Cookie will determine which Affiliate is credited with a Sale. There are some products and services sold that do not have trial periods.

Provided that the Sold Account (as defined below) remains in good status within thirty (30) days from the Sale, You will be paid a commission for each Sold Account that generates a payment to Music4Life in a month (“Commission”). Except as otherwise provided herein, Commission payments will be paid on the 1<sup>st</sup> of each month following Music4Life’s receipt of payment for a Sold Account, subject to the other terms of this Agreement. In the event the 1<sup>st</sup> of each month falls on a holiday, Commission payments will be paid on the next business day after the holiday. All Commission payments are based on the amount of fees received by Music4Life, less sales taxes.

The amount of Commissions are as follows:

1. Tier 1 Commission: 25% (applicable to all Affiliates); See Music4Life Terms of Service for more information about the Tier 1 Commission.
2. Tier 2 Commission from referred affiliate sales: 5%

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 Commissions must equal or exceed One Hundred and 00/100 Dollars (\$100.00) (USD) before You receive a payment from Music4Life. If Your combined Commissions in a 180-day period do not exceed \$100.00 (USD) Your Commissions will not be paid and will be forfeited by You to Music4Life.

Once a Commission of \$100 (USD) or more is earned, You may need to register with our third party payment provider to receive payment of Commissions would mean You are authorizing third party companies to contact You. Before You can be paid any Commission, You must provide Music4Life a completed W-9 tax form, as instructed by Music4Life, as well as any supporting documentation requested by Music4Life or its third-party payment provider. You will be deemed to have permanently waived all rights to Commissions that were earned more than 180 days before submitting a completed W-9 tax form or any ancillary supporting documentation that is requested to confirm the information on your tax form. If You are not a resident of the United States, you are not currently eligible to be a Music4Life Affiliate.

Affiliates are not permitted to offer cash rebates or other monetary incentives to obtain sales.

Commissions are paid only for transactions that actually occur between Music4Life and a Sale in which payment is received by Music4Life. If payment for a Sold Account later results in a refund or chargeback, and if a Commission was paid to You for that Sold Account payment, then the Commission will be deducted from Your future Commissions.

*If Music4Life 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 paid for such Sale and, for past sales, such payment amounts shall be deducted from Your future Commissions, and Music4Life may terminate this Agreement immediately, without notice, and without Music4Life having any liability to You.*

**SECTION 5 - TERM AND TERMINATION** The term of this Agreement will begin the earlier of (i) when You click “Create Account”; or (ii) Your participation in the Affiliate program is approved. Your participation in the Music4Life Affiliate 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 discretion, You fail, or we suspect that You have failed, to comply with any term or provision of the Agreement or the Terms of Service, or violated any law, whether in connection with Your use of Music4Life Affiliate account or otherwise, Music4Life may take any action that it deems necessary, including without limitation to terminating the Agreement or suspending Your access to the Affiliate website (“Website”) at any time without notice to You. In addition, if, based on our data, you have a dispute rate greater than 2%, we may terminate this Agreement or suspend your access to the Website at any time without notice to You. In such instances as described above, and in our sole discretion, we may terminate our relationship and suspend any accounts owned/controlled by You. For the avoidance of doubt, and without limitation for purposes of the foregoing, any violation of the required disclosure will be deemed a material breach of this Agreement. See Appendix A, Section 2, Disclosure. In the event this Agreement is canceled due to Your breach, 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 Music4Life to You. **This Agreement will terminate automatically if You earn no (zero) Commissions over a 12 month period.**

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 Music4Life Affiliate 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 Music4Life of the same within 24 hours. Music4Life, in its sole and exclusive discretion, may immediately terminate Your participation in Music4Life's Affiliate 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, Appendix A below, along with Music4Life's standard Terms of Service represent the entire agreement between the Parties and supersedes any other written or oral agreement between the Parties as pertaining to Your Affiliate application and, if approved, Your rights and responsibilities as an Affiliate.

## **Appendix A**

Additional Terms of the Affiliate Agreement and Advertising Rules  
These Advertising Rules apply to all activities of Affiliate:

1. **General Compliance.** Affiliate shall 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)), data protection laws (including but not limited to the European Union General Data Protection Regulation, U.K. Data Protection Act, Nevada Consumer Privacy Act, and Brazilian General Data Protection Regulation), 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. Affiliate is solely responsible for ensuring Affiliate's compliance with all laws. Affiliates are strictly prohibited from making claims concerning the products and services offered by Music4Life that are inconsistent with, or beyond the scope of marketing materials produced and made available by Music4Life on Music4Life website, [themusic4life.com](http://themusic4life.com) or sales funnel [powerupyour.life](http://powerupyour.life). Affiliate is prohibited from publishing or otherwise distributing advertisements by telemarketing, fax, or text messaging in any form to any device. Affiliate shall not offer monetary incentives, such as rewards points, cash, or prizes to Prospects in return for their response to an advertisement. Music4Life retains the sole and exclusive discretion to determine whether Affiliate's advertising and conduct is in compliance with all laws (but Music4Life shall not be required to advise Affiliates on such matters).
2. **Disclosure.** On any website that Affiliate advertises any Music4Life service or product, Affiliate must plainly display (*i.e.*, not in a link, or in small font) disclaimer language, such as:

*Disclosure: I am an independent Music4Life Affiliate, not an employee. I receive referral payments from Music4Life. The opinions expressed here are my own and are not official statements of Music4Life and its affiliate companies, Music 4 Life Technology Inc. and Music 4 Life Inc.*

3. Non-Disparagement. Affiliate is not permitted to comment negatively about or disparage the products or services of Music4Life or any other person or entity, including without limitation the products or services of a Music4Life competitor. Affiliate is not permitted to engage in any unlawful or deceptive actions with respect to search engine optimization, including, but not limited to, using any technique that generates paid search results based on any trademarks of Music4Life, any brand name of Music4Life, or based on the trademarks or brand name of any competitor of Music4Life, or any other third party. Affiliate shall not direct link to a Music4Life sales page from any paid advertising.
  
4. Social Media. If Affiliate advertises on Instagram or YouTube, then each post must comply with all of the following:
  - Each post must contain @music4life @powerupyourlife or #music4life or #powerupyourlife
  - 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.
  - Each Instagram post must use Instagram’s “Paid Partnership” tool.
  - 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.

If Affiliate is advertising on other forms of written social media (e.g., Facebook, Twitter), Affiliate must comply with the above disclosure restrictions as applicable to each form of social media. Affiliate must also comply with all rules of each social media platform that Affiliate uses.

5. Income and Business Opportunity Claims. Affiliates are expressly prohibited from making any claims that use of Music4Life will guarantee that the user will make money, heal or cure any condition. If Affiliate’s recruiting efforts include claims related to income Affiliate has made from using Music4Life or as an Affiliate, the following guidelines must be adhered to:

- (a) Affiliate's statements must be completely true and accurate and supported by evidence of Affiliate's experience; and
- (b) Affiliate's statements must be accompanied by the following disclaimer in clear and conspicuous font and placement: "These were my results. Your results will vary based on a variety of factors including Your personal health and treatments. There is no guarantee You will experience the benefits others describe."

Affiliate is also expressly prohibited from making any express or implied claims that Music4Life is or provides a business opportunity, franchise opportunity, or "health services."

- 6. Music4Life Trademarks. No logo, tagline, trademark, trade name, or trade dress (collectively, the "Music4Life Trademarks") owned by Music4Life may be used, copied, or reproduced by any Affiliate except as set forth below. No Music4Life intellectual property (or any mark confusingly similar to any Music4Life's intellectual property) is to be registered as a trademark in any country or registered as a domain name by Affiliate in any way in any country.

Subject to the restrictions below, approved Affiliates are granted a limited, revocable, non-transferrable, and non-assignable license to use the "Music4Life®" trademark, Registration No. 4993984, to advertise Music4Life online. Any time Affiliate uses the word "Music4Life" it must be immediately followed by "®". Affiliate may not use "Music4Life" or other Music4Life trademarks as part of any URL, domain or website name.

Music4Life retains exclusive ownership of all Music4Life Trademarks and other intellectual property and all of its rights therein. Affiliate shall not promote or provide services to any other business or person that is infringing any Music4Life intellectual property.

- 7. Complaint Notification. Affiliate must notify Company of any complaint received by Affiliate regarding any advertisements within twenty-four (24) hours of receiving such complaint. Notice should be sent to [affiliate@music4life.us](mailto:affiliate@music4life.us)
- 8. Independent Contractor. Affiliates are independent contractors of Music4Life. It is the express understanding and intention of the Parties that no relationship of master and servant nor principal and agent shall exist between Music4Life and You by virtue of this Agreement. You have no right to act on behalf of or bind Music4Life in any way, nor share in the profits or losses of Music4Life. 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.

9. NO WARRANTY; NO LEADS. Music4Life does not promise, guarantee or warrant Your business success, income, or sales. You understand and acknowledge that Music4Life 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. You are responsible for procuring and paying for any and all materials and resources necessary to operate as an Affiliate as You determine in Your sole discretion.
10. LIMITATION OF LIABILITY. Except where otherwise inapplicable or prohibited by law, in no event shall Music4life 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, the Privacy Statement, the services or products, your or a third party’s use or attempted use of the website or any software, service, or product, regardless of whether music4life 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 Music4life’s liability to you or your business exceed the amount of sales by you of music4life products for the month preceding the date in which the facts giving rise to a claim against music4life occurred.

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

As explained in Music4Life’s Terms of Service, any controversy or claim arising out of or related to this Agreement or Your relationship with us that cannot be resolved through negotiation within 120 days shall be resolved by binding, confidential arbitration administered by the American Arbitration Association (“AAA”), and judgment on the award rendered may be entered in any State of Nevada court having jurisdiction thereof. The sections of the Terms of Service entitled “dispute resolution by mandatory binding arbitration and class action waiver,” “Music4Life’s additional remedies,” and “governing law and venue” are expressly incorporated herein by reference. Please review the Terms of Service for more information.

12. Indemnity. You agree to protect, defend, indemnify and hold harmless Music4Life, its officers, directors, employees, owner(s), and affiliate companies and assigns from and against all claims, demands, and causes of action of every kind and character without limitation arising out of Your conduct, acts, or omissions related to Your

- application and/or performance of this Agreement including, but not limited to, any breach of this Agreement. Your indemnity obligation includes, but is not limited to, any third party claim against Music4Life for liability or payments for damages caused by, or other liability relating to, You. This provision expressly survives the termination of this Agreement.
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.
  14. Modification/Amendments. This Agreement and Music4Life's standard Terms of Service may be modified by Music4Life at any time, with or without prior notice to You. Amendments or modifications to this Agreement or the Terms of Service will be binding on You when they are sent to You via email, or are posted in the affiliate center. No amendment to this Agreement or the Terms of Service shall be valid unless prepared or signed by Music4Life. Your continued acceptance of Commission payments constitutes Your acceptance to any modifications or amendments to this Agreement and the Terms of Service.