

Copper + Rose Affiliate Program Agreement

These are the terms and conditions for joining the Copper + Rose LLC Affiliate Program. We may modify these terms and conditions from time to time and will always make available on our website the most current version. It is your responsibility to monitor and stay informed of any changes; however, if any changes are likely to have a material affect on your rights and interests as an Affiliate then we will notify you of such changes. Nevertheless, your continued participation in the Affiliate program will constitute as your consent to be bound by these terms and conditions, and all modifications thereof.

1. Applying for Copper + Rose

You are applying for our Affiliate Program right now. We reserve the right to decline or remove enrollment from our program at our discretion. As soon as your application is accepted, you can start sharing your affiliate link and earn affiliate commissions.

2. Affiliate Commissions

Your affiliate dashboard is unique to you. It contains everything you'll need to promote our site and our product, including:

- ◆ Your affiliate link,
- ◆ One-click sharing to social media,
- ◆ Banner ads,
- ◆ And more sharing resources.

You can also access your affiliate dashboard by downloading the Affiliate Dashboard on the GOAFFPRO app to your iPhone or Android smartphone.

As you send traffic to our website via your affiliate link, you will receive credit for each unique visitor, opt-in (email address) and purchase you send our way. Your progress for each category of referral will be reflected in real-time on your affiliate dashboard.

Each link provided by Sample has an Affiliate ID attached. We can't track your sales and traffic without you posting the full URL, so please be sure to use your full affiliate link. Our social sharing shortcuts have your affiliate link embedded in their posts.

When a prospect visits our site from your affiliate link, we will be able to register their purchase (if/when they make one), and credit the sale to you.

As your referrals generate sales, you will earn a 20% base commission on such sale(s).

Commission payments are issued on Thursday or Friday and will be sent via direct deposit or as credit on a Copper + Rose gift card, whichever the Affiliate prefers.

3. Restrictions

a) **Search Engine Marketing.** We already run search engine marketing (SEM) campaigns on Google; therefore, we ask our affiliates not to run SEM campaigns for our products and services on Google.

To clarify the availability of campaigns on secondary search engines, please contact stylist support at stylists@shopcopperandrose.com.

4. Disclosures

The Federal Trade Commission (FTC) has endorsement rules in place for affiliate marketing. In short, they want you to disclose that you have a business relationship with us when you promote and post your link. [You can read the full FTC rules about affiliate marketing here.](#)

When posting or sharing your link, you should make it known to your readers and followers that you will receive compensation if they buy a product via your link. This declaration should be clear and conspicuous (and reiterated as needed). Additionally, please refrain from making any fabricated, overly exaggerated, or outlandish claims and endorsements about any Products that would be clearly misleading or untrue. [Again, you can read the FTC rules \(and their quick FAQ\) here.](#) You are hereby responsible for your continued adherence to the FTC rules, and your continued participation as an Affiliate shall constitute your understanding and ongoing compliance with such regulations.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE AGREEING TO PARTICIPATE IN THE Copper + Rose LLC AFFILIATE PROGRAM. YOUR PARTICIPATION IN THE Copper + Rose LLC AFFILIATE PROGRAM IS DEPENDENT UPON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS DELINEATED IN THIS AGREEMENT. This Affiliate Program Agreement contains the terms and conditions of the Copper + Rose LLC Affiliate Program.

- 1. The defined terms in this Agreement are as follows:** (a) "we" or "us" or "our" shall mean Copper + Rose LLC; (b) "you" or "your" shall refer to you, the applicant for participation in the Affiliate Program, and, upon acceptance of your application, the Affiliate; (c) "our Website" and "Website" refers to shopcopperandrose.com; (d) "your website" shall mean the website, at your discretion, from which you choose to embed any links to our Website; (e) "Affiliate" or "Stylist" refers to a member of our Affiliate Program and may be used interchangeably; (f) "Affiliate Site" or "Stylist Site" shall mean an Affiliate website that is an Affiliate or Stylist of Copper + Rose LLC.; (g) "User" shall mean a customer who links from your website to our Website; (h) "Products" shall mean any merchandise for sale by us and does not include items offered for sale by third parties; and (i) "Link" or "Links" shall refer to any advertisements, buttons, and all other links that are direct links to any page on shopcopperandrose.com.
- 2. Program Enrollment.** To participate in the Copper + Rose LLC Affiliate Program, you must complete the Copper + Rose LLC Online Application and accept the terms and conditions of this Agreement. Upon completion of your application and acceptance of our Terms and Conditions, you will be notified by us shortly whether or not we have accepted you as an Affiliate/Stylist. Affiliates must be: (a) at least 18 years of age; (b) a citizen and resident of the United States and provide proof thereof and supporting documentation as requested; (c) provide a Social Security number or Tax Identification Number; and (d) have a valid email address. You agree that you will complete and/or furnish all supporting documentation and information as needed to validate any of the foregoing. Upon successful completion of program enrollment an Affiliate cannot move teams unless their upline resigns or goes inactive.
- 3. Approval Guidelines.** We reserve the right to reject any application that we find objectionable. If we temporarily reject your application, you may reapply to be an Affiliate at any time. If we permanently reject your application, you may not reapply to the program. We reserve the right to terminate an agreement with an Affiliate at any time.
- 4. Term of Agreement.** The term of this Agreement begins upon our acceptance of your Online Application and will end when terminated by either party. Either party may terminate this agreement at any time by giving the other party a written Notice of Termination. If the Agreement is terminated for any reason, you will receive either your previously earned commission or store credit (as detailed below) on or before the 10th day of the subsequent month following the applicable termination date of this agreement; *provided that* the Product orders are not canceled or returned. We reserve the right to withhold final payout to you to ensure that the Product order is completed. If an Affiliate's account is terminated due to the Affiliate's failure to comply with any provision in this contract, payouts previously owed to that Affiliate will be forfeited.

5. Commissions.

The Commission shall equal a percentage of the net sales of Products purchased by a User using the links between your website and our Website. All commission payments will be made to Affiliates via direct deposit or a Copper + Rose gift card, whichever the Affiliate prefers. To receive commissions, you must have fully completed and delivered all

required tax documentation, direct deposit forms, and enrollment verification forms as instructed by Copper + Rose from time to time to ensure continued compliance with all internal and governmental reporting and regulations.

The current Commission fee schedule is as follows:

a. Affiliates in the Copper + Rose LLC Affiliate Program earn a 20% commission on all gross sales (minus the total amount of any taxes and discounts applied to the purchase). Each week we will send you a commission payment via bank deposit or a Copper + Rose gift card, whichever you prefer, on either Thursday or Friday that shall reflect your commission earning from the previous week; provided that such Product orders have been completed. Each week shall begin on Sunday and end the following Saturday. To receive a direct deposit to an Affiliate's bank, the Affiliate must complete a direct deposit form with all necessary information for Copper + Rose to facilitate the deposit.

b. Affiliates in the Copper + Rose LLC Affiliate Program may earn up to an additional 5% commission bonus of their total gross sales for the month, for each instance that the Affiliate's personal sales volume meets or exceeds the following intervals: \$1200 (5% bonus), \$2400 (10% bonus), and \$3600 (15% bonus) in total for the applicable month (minus all applicable discounts and taxes applied to such purchases). For the avoidance of doubt, if a Product's sale is initiated in one month, but the Product's order was not fully completed until the subsequent month, then the sale shall be attributed to the subsequent month that the order was fully completed. Each Affiliate's bonus commission eligibility shall be retroactively reviewed monthly, and payment remitted by the second week's respective pay date of each month that shall account for the previous month's completed sales. Note that an Affiliate may *not* count gift card purchases as a sale; all sales must meet the guidelines as set forth in Section 6 below.

c. Downline Commission – If eligible, Downline Commission shall be paid along with weekly commission payments so long as eligible Affiliates meet or exceed \$250 in completed, gross sales for each month (minus any applicable discounts and taxes applied to such purchases). Downline Commission payments are retroactively reviewed on a weekly basis for all completed sales spanning from the 1st date of the month to the applicable pay date in that month. A Downline Commission of 6% will be applied to all invoiced Product sales (minus applicable discounts and taxes) attributable to those Affiliates who participate in the Affiliate program as a direct result of your recruitment ("tier 2"). A 4% Downline Commission will be applied to those who have been recruited by your tier 2 Affiliates ("tier 3"); and a 2% commission shall apply to those completed sales generated by any additional Affiliate recruitments solicited by your tier 3 Affiliates ("tier 4"), as long as you maintain at least \$250 in gross, completed sales (minus discounts and taxes) for each applicable month. IT IS HEREBY UNDERSTOOD THAT AFFILIATES MAY NOT PURCHASE COPPER + ROSE GIFT CARDS, OR SOLICIT ANY OTHERS TO PURCHASE GIFT CARDS FOR THE BENEFIT OF SUCH AFFILIATE, IN ORDER TO QUALIFY FOR DOWNLINE COMMISSION PAYMENTS. ALL GIFT CARD PURCHASES WILL NOT COUNT TOWARD ANY DOWNLINE COMMISSION CREDIT OF ANY AFFILIATE. Your eligible Downline Commission payments will remain contingent upon the continued compliance and participation of your respective downline Affiliates, in observance of all the terms herein.

To remain an active Copper + Rose LLC Affiliate, you must have at a total accumulation of sales or purchases (less any gift card purchases) equaling no less than \$150 for any consecutive three (3) month period. If you do not maintain an "Active" status, you will be removed from the Copper + Rose LLC Affiliate Program and will lose your eligibility for any such commission payments.

6. Commissions/Completed Sale. Commission rates are subject to change at any time without notice. To generate a completed sale or purchase that is eligible for commissions, a User must: (i) follow your Affiliate link to shopcopperandrose.com and purchase the Product either online or by contacting one of our customer service representatives; (ii) then accept the delivery of the Product at the provided shipping address; (iii) remit full payment to us for the Product; and (iv) not cancel or later return the order within ten (10) business days. Additionally, under the following circumstances, Affiliates will not be eligible for any commissions derived from the sale or purchase, irrespective of the source or cause:

a. A User visits our website through your website but later makes a purchase through another Affiliate website or sales/media channel that is unaffiliated with your website. To earn commissions, all sales and purchases must be directly attributable, in real time, to the link you've duly provided on your website.

- b. The User has prevented cookies from being saved on his/her computer, whereby the sale or purchase cannot be accurately tracked.
- c. The User does not provide Copper + Rose LLC with your Affiliate tracking number or name.
- d. A User cannot be tracked by our system for any reason whatsoever, irrespective of the cause or circumstances.
- e. A User visits our website through your website and makes a purchase using a discount or reference code that was not directly assigned to you by the Copper + Rose LLC Stylist Support Team; *unless*, the discount or reference code was a general code distributed to all Affiliate participants pursuant to Section 7 below.
- f. The User purchases a Copper + Rose gift card rather than a Product offered by Copper + Rose.

AFFILIATES ARE **NOT** ALLOWED TO SELL PRODUCTS THAT ARE CURRENTLY OFFERED ON COPPER + ROSE LLC'S WEBSITE FOR SALE ON THE AFFILIATE'S PERSONAL OR BUSINESS WEBSITES AND/OR SOCIAL MEDIA ACCOUNTS. MEANING, AFFILIATES SHALL NOT USE THE COPPER + ROSE LLC WEBSITE AS A WHOLESALE PROVIDER FOR THEIR OWN SALES INITIATIVES AND WEBSITE SOLICITATIONS. AFFILIATES MAY SELL THEIR OWN PRODUCTS, OR THE PRODUCTS OF ANY THIRD PARTIES, ON THEIR OWN WEBSITES AND/OR SOCIAL MEDIA ACCOUNTS BUT ARE PROHIBITED FROM CIRCUMVENTING THE REQUIREMENT OF NAVIGATING USERS TO OUR WEBSITE FOR THE COMPLETION OF ALL SALES.

7. Coupon Usage. Copper + Rose LLC may issue coupons to content sites in a limited capacity, and in its sole discretion. These will feature a unique registration code that will be exclusive to the site receiving the code, or a general code given to all Affiliates. For all exclusive coupons directly assigned to an Affiliate: (a) the Affiliate must not share the code with any other Affiliates for their intended use; and (b) the face value of the discounts applied to any applicable purchases shall be deducted from the Affiliate's commission payments and eligibility.

8. Website/Social Media Requirements. If you are accepted as a Copper + Rose LLC Affiliate, we will provide you with links that will allow Users on your website and social media accounts to be directed to our website when using the appropriate link. No link may be changed in any way without our consent. By accepting the terms of this Agreement, you agree that you shall fully cooperate with Copper + Rose LLC to maintain links between your website and shopcopperandrose.com. You shall be solely responsible for the content on your website or social media page and will agree to hold Copper + Rose LLC (including our employees, agents, directors, officers, other Affiliates, and all other associated persons and entities in both their individual and official capacities) forever harmless from any claims, expenses, or damages relating to or arising from your performance in the Affiliate program and all conduct displayed and/or published on your websites. Copper + Rose LLC hereby condemns and denounces all association with, or endorsement of, any distasteful and/or obscene language or behavior that may be published or associated with any of your websites, whether directly or indirectly. We ask that you do not publish our link, or otherwise participate in this Affiliate Program, that may negatively portray Copper + Rose LLC as associated with any such distasteful and/or obscene language or behavior. Furthermore, Copper + Rose LLC should not be linked to, or appear to be associated with, any political or socially charged opinions, satire, memes, pictures, blogs, updates, posts, or the like. Every Affiliate is free to express their opinion on such political and/or social topics to the fullest extent permitted under the First Amendment, but Copper + Rose LLC reserves the right to revoke any Affiliate's enrollment or application in the Affiliate Program if Copper + Rose LLC believes that such engagement with the Affiliate will, or may reasonably, lead to an undesired and unauthorized endorsement of such online commentary.

In accordance with these Terms and Conditions, you agree that you shall not place, publish, or otherwise disseminate any link to Copper + Rose LLC without the primary and overarching intent of delivering valid sales, applications, clicks, leads, or any other acceptable and compensable activities. Any Affiliate that uses deceptive or deliberate methods of placing a cookie, virus, or other harmful and/or disruptive source code on a User's computer shall be immediately terminated from the Copper + Rose LLC Affiliate Program and shall forfeit all outstanding commissions, regardless if the commissions were earned prior to the deceptive and/or deliberate act. When creating your own website and/or social media account with the intent of marketing Copper + Rose LLC products, you **MUST** include the term Copper + Rose LLC Affiliate (or Stylist) on the account. If you become inactive, you **MUST** delete all accounts that refer to or use the trademarked name Copper + Rose LLC and or any of our product information and photos.

9. **Affiliate Responsibilities.** You will be solely responsible for the development and operation of your own personal and business websites and/or social media accounts, and for all things published on them, or disseminated through them, and whether owned by you or a third party. You will ensure that any materials on your websites and social media accounts do not violate or infringe on the rights of any third party, and that they are not in any way libelous or illegal. Copper + Rose LLC disclaims any responsibility should you use a third party's proprietary materials without their express written permission, or if you otherwise misappropriate or interfere with the intellectual property rights of any third party. You will hold harmless and indemnify Copper + Rose LLC, as well as our representatives, employees, owners, members, contractors, and the like, from any claims, damages, expenses, or other liability relating to or arising from the contents of your website and any actual or alleged infringement of another's intellectual property rights.

10. **Order Processing.** All orders will be handled by Copper + Rose LLC. We will process orders from any Users directed by you through your link, but we reserve the right to reject any orders that do not comply with our requirements. Copper + Rose LLC will be solely responsible for all aspects of order processing and fulfillment. Copper + Rose LLC will be responsible for tracking the number of Products sold to Users directed from your link to shopcopperandrose.com. We will provide you with reports summarizing your sales activity through your back office. You are responsible for making certain that the links between your website/social media accounts and shopcopperandrose.com are properly maintained. We reserve the right to change the prices of any of our Products at any time without notice. We cannot ensure that any Product will be available to the User, or that a stated price for a Product will be up-to-date.

11. **Policies.** All Users purchasing through the Affiliate Program will be customers of Copper + Rose LLC. All of our policies, rules, and procedures will therefore apply. We may, at any time and without notice, change our policies and procedures, and it is the Users' duty to continually monitor and stay informed of any such changes, as they are modified and subsequently published on our Website.

12. **Licensing:** You hereby agree: (a) to display the Copper + Rose LLC logo on your homepage or other promotional area on your website or social media accounts in a manner that is conspicuous and not misleading to the Users, as well as appropriate with respect to its size and contextual placement. We grant you a non-transferrable, revocable, non-exclusive, limited license to use our logo, the Copper + Rose LLC name, URL, and trademarks on your website for as long as you are actively enrolled in the Affiliate program; (b) that this license is limited, and that Copper + Rose LLC maintains all title, ownership, interest, and rights in the Licensed Trademarks. Your use of such Trademarks must comply with our usage policies; and (c) not to take any action in violation of our ownership of the Licensed Trademarks. This includes, but is not limited to, applying for registration of our Trademarks—or any similar trademarks. Furthermore, You agree not to engage or become involved in any activity that diminishes the image or reputation of Copper + Rose LLC. Likewise, you will not use the Licensed Trademarks in any way that will tarnish our name. We reserve all of our rights to the Licensed Trademarks and any other intellectual property, whether officially registered or otherwise protected under U.S. common law or statute. In the event of termination of this agreement, You obtain no rights in or to our Licensed Trademarks. You will not be a party to the distribution of any materials referring to Us without first submitting the material to us and receiving our written consent. We may revoke your license at any time. This license terminates either upon the date of expiration or termination of this Agreement, or upon the termination of your enrollment in the Affiliate Program.

13. **Non-Exclusive Limited License and Use of Affiliate Logos and Trademarks.** You grant us a non-exclusive license to utilize your names, titles, logos, trademarks and URLs (collectively, the "Affiliate Trademarks") to promote, advertise, and market on our Website. In doing so: a. You guarantee that you are the exclusive owner of the Affiliate Trademarks, and have the right to grant Us license to use them, and that such a grant does not conflict with any other agreements applicable to you or binding upon you. You further guarantee that the Agreement between You and Copper + Rose LLC does not infringe upon any trademark, service mark, copyright, or other proprietary right of any other person or entity. b. Use of Copper + Rose LLC Trademarks on Third-Party Websites: Affiliate agrees not to bid on Licensed Trademarks or variations thereof, including (but not limited to) Copper + Rose LLC, CopperandRose.com, CopperandroseboutiqueAffiliates.com, our facebook group page, etc. within all and any paid- inclusion, pay-for-placement and other search engines. Also, Affiliate may not claim to be shopcopperandrose.com in any such entities, and must clearly and openly state the nature of the Affiliate relationship. Affiliates violating this policy may be terminated with notice, and will therefore forfeit all outstanding or future commissions. c. Ownership. Links and User data collected as a result of this Agreement are the property of Copper + Rose

LLC, and we are the sole owners of all rights, titles, and interests in the Licensed Trademarks and User data.

14. **Agreement Modification.** Copper + Rose LLC may choose to modify any of the terms and conditions contained in this Agreement at any time by posting a change notice or new agreement on our site. In any event, it is your duty to monitor and stay informed of the Affiliate Program Terms & Conditions by virtue of any modifications to this Agreement; provided, however, we will make a reasonable effort to provide Notice to You of any material modifications that may affect Your rights, obligations, interests, and privileges provided herein. Notice of any change to this Agreement shall be sufficiently valid and duly delivered once distributed by e-mail, or delivered to your mailing address on our records, or by posting the new agreement on our website. Material modifications include (but are not limited to) changes in Commission schedule, payment procedures and Affiliate Program rules. Any changes shall take effect 48 hours after we serve notice, unless we indicate otherwise. If a change in the Agreement is unacceptable to you, your sole recourse is to terminate your enrollment in the Affiliate Program, which shall constitute a termination of this Agreement. Continued participation in the Affiliate Program following our posting of any changes will constitute an acceptance of the changes by You.

15. **Relationship of Parties in this Agreement.** Both You and Copper + Rose LLC shall be independent contractors, and nothing in this Agreement creates any sort of partnership, joint venture, or other relationship except as specifically outlined in the Agreement.

16. **SPAM.** You will not use unsolicited commercial email (SPAM) in any way. Participation in Our Affiliate Program includes your unconditional agreement to abide by our strict anti-SPAM policy. The use of SPAM will be cause for immediate termination of this Agreement and your enrollment in our Affiliate Program.

17. **Email Terms and Conditions.** Use of any lists compiled by means of automated tools are strictly prohibited. This includes all manners of scanning for email addresses, whether the scan was targeted or not. Purchase of lists is also forbidden. You must use valid email headers in all manners of correspondence. You must provide to the User the URL of the "opt-in" system used, and inform them that all emails from you can be stopped by visiting the opt-in site. When you are contacted by a User to be removed from your email list, you must do so within 96 hours, sending an email confirming their removal from the list. Violation of these Terms and Conditions will result in the termination of your Affiliate relationship with Copper + Rose LLC, and all commissions from the offending emails thereafter will be forfeited.

18. **NON-SOLICITATION; NON-COMPETITION.** Throughout the duration of this Agreement and for a period of twelve (12) months following the expiration or termination of this Agreement, You shall not, in any manner, solicit any other Affiliate, customer, staff or employee presently or formerly engaged with Copper + Rose LLC for the benefit of Yourself OR a third party that is, or may be, engaged in a similar business that is in direct competition with Copper + Rose. Furthermore, throughout the duration of this Agreement, You shall not directly, or indirectly, own, be employed by, advise, market, consult, or otherwise engage with any other existing, or newly established, online women's clothing business or any similar business that is in direct competition with Copper + Rose LLC. You hereby acknowledge that these restrictions, and Your covenants to abide by this provision, is reasonable and necessary to protect the legitimate business interests of Copper + Rose, and that it will be difficult to definitively ascertain the amount of damages suffered by Copper + Rose in the event of Your breach of this provision. **ACCORDINGLY, YOUR BREACH OF THIS PROVISION, OR ANY OTHER PROVISION OF THIS AGREEMENT, SHALL BE SUBJECT TO TERMINATION OF YOUR ENROLLMENT IN THIS AFFILIATE PROGRAM AND, AT COPPER + ROSE'S SOLE DETERMINATION, SHALL ALSO BE SUBJECT TO LIQUIDATED DAMAGES EQUAL TO THE GREATER OF EITHER: (i) 2X YOUR AGGREGATED, TOTAL GROSS REVENUE OVER THE PREVIOUS SIX (6) MONTHS FROM THE DATE OF BREACH, OR FROM THE LAST DATE OF YOUR ENROLLMENT IF THIS AGREEMENT WAS ALREADY TERMINATED; OR (ii) THE SUM OF TEN THOUSAND DOLLARS (\$10,000.00). THE FOREGOING LIQUIDATED DAMAGES ARE IN ADDITION TO ANY OTHER CUMULATIVE REMEDIES THAT COPPER + ROSE MAY BE ENTITLED TO AND HEREBY EXPRESSLY RESERVE (INCLUDING, WITHOUT LIMITATION, AN INJUNCTION OR ORDER FOR SPECIFIC PERFORMANCE).** The parties hereby agree that the specified liquidated damages herein are not established as a penalty but are calculated and agreed upon in advance as a fair and equitable amount reasonably estimated in advance to cover losses to be incurred by Copper + Rose, in view of the uncertainty of ascertaining actual damages that would be incurred.

19. **NON-DISPARAGEMENT.** You shall not make any statements, written or verbal, that are defamatory, derogatory, or disparaging about Copper + Rose, or Copper + Rose's business. This includes, but is not limited to, making such

statements on your website or any internet site or social media page, or any other electronic medium, or any other forum or medium. This prohibition applies to statements made under other names, anonymously, or through third parties. The terms “derogatory” or “disparaging” as used in this Agreement are intended to have the broadest possible meaning and are to include any utterances or writings by You, whether or not You believe, or are of the opinion that, such utterances or writings are correct and/or true, which could be reasonably regarded as tending to deprecate, discredit, demean, lower, or diminish the regard or reputation of Copper + Rose or Copper + Rose’s business. You hereby acknowledge that this restriction, and Your covenant to abide by this provision, is reasonable and necessary to protect the legitimate business interests of Copper + Rose, and in the event of Your breach of this covenant, Copper + Rose may pursue any and all recourses against You including, without limitation, an injunction or order for specific performance.

20. **Liability.** Copper + Rose LLC will have no liability of any kind from issues relating to any interruptions or errors on our Website. We will have no liability for any kind of damages or lost revenue, data, or profits with respect to this Agreement or the Affiliate Program. Under no circumstances will Copper + Rose LLC be held responsible for damages, even if We were advised of the possibility of such events. Our liability with respect to this Agreement will, in no event, exceed the aggregate amount of Commissions payable by Us to You within any given 12-month period.

21. **Warranty Disclaimers.** We hereby disclaim, and You hereby release us from, any and all liability for any interruptions in service as they relate to the Links and our Website. All Links and Licensed Trademarks are provided to you without warranty of any kind. Copper + Rose LLC offers no warranty that our Website or Products will be without error, that it will function without interruption, or that any errors will be corrected. We make no warranty regarding the Copper + Rose LLC Affiliate Program, including and without limitation, any implied warranties of title, non-infringement, merchantability, or arising out of performance, dealing, or usage of trade. If, as a matter of law, we may not disclaim any warranty, the scope of that warranty will be limited to the minimum permissible extent under the applicable law.

22. **Indemnification.** You agree to indemnify and hold harmless Copper + Rose LLC (including, but not limited to our officers, directors, agents, Affiliates, and employees) from any and all losses, liabilities, claims, damages, and expenses (including attorneys’ fees) of any nature insofar as those damages are a result of: any claim that our use of the Affiliate Trademarks infringes on the rights of any third party; the breach of any representation made by You in this Agreement; or any claim related to your website.

23. **Affiliate Representations and Warranties.** You hereby represent to us that this Agreement has been executed and approved by your authorized agents, and that this Agreement is validly executed and delivered by You, and constitutes Your legal and binding obligation, and that the execution of all aspects of this Agreement are within your legal power and capacity. You further guarantee that this does not require the approval or consent of any other persons or entities, and does not violate any rules, regulations, laws, or judgments to which you are subject, and does not violate the terms of any other agreements to which you are bound.

24. **Independent Investigation:** You acknowledge that you have read this Agreement in full, and that you agree to its terms and conditions. You agree that we may, at any time and at our sole discretion, solicit customer referrals under terms that may differ from those delineated in this Agreement. We may also, at any time, create or operate websites that are competitive with Your own website. Further, You are stating that You have independently investigated the value of participating in the Copper + Rose LLC Affiliate Program and understand all terms and conditions as set forth in this Agreement. Affiliate AGREES THAT THE VIEWS AND OPINIONS EXPRESSED BY Affiliate DO NOT NECESSARILY REFLECT THE VIEWS AND OPINIONS OF shopcopperandrose.com. ALL MATERIALS, WEBSITES AND CONTENT CREATED BY Affiliate ARE THE Affiliate's RESPONSIBILITY AND IS IN NO WAY ENDORSED BY shopcopperandrose.com.

25. **Governing Law & Venue.** This Agreement shall be governed by the laws of the United States and of the State of Kansas, as applied to Agreements made, entered into and performed entirely within the State of Kansas, notwithstanding your actual state of residence or principal business location. Any action relating to this Agreement must be brought in Federal or State courts located in Johnson County, Shawnee, Kansas and You irrevocably consent to the jurisdiction of these courts.

26. **Assignment & Severability.** You may not assign this Agreement by operation or law or otherwise without our

prior written consent. Subject to such restriction, this Agreement will be binding upon, be enforceable against and inure to the benefit of the parties and their successors and assigns. If any of the terms of this Agreement is found to be invalid or unenforceable for any reason, the remaining terms will continue without impairment or invalidation of any kind. This Agreement constitutes the entire agreement between the parties regarding the Copper + Rose LLC Affiliate Program, superseding any other agreements or understandings between us, and may only be changed, in writing and signed by Us.

5. Terminations

We can end this relationship at anytime, and so can You. This Affiliate Agreement has been designed to ensure the highest quality relationship between us. Hopefully we have demonstrated our obligations for You to become a highly prosperous Affiliate.

By clicking here, you are agreeing to the terms set forth in the above Copper + Rose LLC Affiliate Program Agreement.