

These terms and conditions (the "Terms") govern the relationship between Colltec Laboratories Ltd ("Ingenious", "we" or "us") and the individual who participates in the Affiliate Programme ("Affiliate", or "you"). These Terms represent the whole agreement and understanding between Ingenious and the Affiliate. By participating in the Affiliate Programme, you agree to be bound by these Terms.

Please read these Terms carefully. By joining or participating in the Affiliate Programme, you acknowledge to having read these Terms.

1. The Affiliate Programme

- 1.1. Ingenious will make available to you a variety of graphic, product, textual and other links. These links will serve to identify the Partner Site as a part of the Affiliate Programme and will establish a link from the Partner site to the Ingenious Website. You agree to display on the Partner Site only those links that are provided by us for the purpose of the Affiliate Programme.
- 1.2. We (Ingenious) agree to pay you (the Partner) the commission specified if a Customer has accessed Ingenious' site and purchased a product within [90] days of clicking on a Qualifying Link.
- 1.3. You are not to be considered, nor may you hold yourself out to be, an employee of Ingenious or any of its group companies.
- 1.4. Ingenious shall have the sole right and responsibility for processing all orders made by Customers. The Partner acknowledges that all agreements relating to sales to Customers shall be exclusively between Ingenious and the Customer.

2. Commission

- 2.1. We reserve the right to withhold, delay or otherwise amend the Commission payable under the Affiliate Programme if we, in our absolute discretion, suspect that any purchases or other activity is deemed suspicious.
- 2.2. In the event of a withholding, delay or amendment to Commission, we will notify you of this within a reasonable time frame where possible. Any decision in relation to Commission will be in our sole discretion and final.
- 2.3. Other than Commission, you are not entitled to any payment or benefits, including but not limited to samples of our products, merchandise or discounted prices, as an Affiliate unless provided by us, in our absolute and sole discretion.
- 2.4. You are only eligible to earn commissions on sales which are completed while you participate in the Affiliate Programme.

3. Offers

- 3.1. From time to time we may offer discounts, sale items or other promotional offers ("Offers") on our products. Unless specified by us, these Offers will available to all our Customers and will not be exclusive to you or the Affiliate Programme.
- 3.2. In the event of an Offer, we may provide a Qualifying Link to you to be displayed on your Partner Site.
- 3.3. At any time, we may with or without notice (a) change, suspend or discontinue any aspect of an Offer or (b) remove, alter, or modify any graphic or banner ad submitted by Ingenious for an Offer. You agree to promptly implement any request from us to remove, alter or modify any graphic or banner ad submitted displayed on your Partner Site.

4. *Qualifying Links*

- 4.1. The position, prominence and context of the Qualifying Links on the Partner Site shall be at your discretion.
- 4.2. It is your responsibility to ensure that the Qualifying Links are provided on the Partner Site in full and working order. To the extent the Qualifying Link we provide is broken or otherwise malfunctioning, it is your responsibility to notify us of this. We will endeavour to amend, fix or otherwise correct the link promptly. If we are unable to do so, it is your responsibility to remove the link from your Partner Site.
- 4.3. You agree not to make any representations, warranties or other statements concerning us or our products except as expressly authorised by us in our sole discretion.

5. *Email Policy*

- 5.1. We are committed to the mission of eliminating spam email on the Internet. To that end, we rigorously maintain only opt-in email addresses and always permits any email recipient to conveniently opt-out of emails. We are adamant that our Affiliates should be similarly diligent. To that end, the Partner agrees not to send any email or other form of electronic message or advertisement containing Ingenious' name, product, website address, metatag or any other type of identifier to any recipient unless the recipient has directly consented to receive such communication from the Partner.

6. *Technology*

- 6.1. You agree not frame the Partner Site so that it is confusingly similar to the Ingenious Website, and Partner domain names cannot contain any variation of the words Ingenious Beauty Collagen at any time.
- 6.2. If you engage in Search Engine Marketing ("SEM") or Search Engine Optimization ("SEO"), including your Partner Site page titles or meta-tags and/or pay per click advertising ("PPC") to promote Ingenious products you do so at your own expense and shall not be reimbursed by us.
- 6.3. If you decide to engage in SEM, SEO or PPC, you are not authorised to, utilize or bid on keywords incorporating the Ingenious Beauty trade name or Collagen Supplement or any variation thereof. This includes possible misspellings, abbreviations, terms identical to restricted trade name but use the wrong case, and the merging of the restricted trade name with other terms, words or phrases.

7. *Ownership and Licensing*

- 7.1. As part of the Affiliate Programme, we grant you a non-exclusive, non-transferable, limited licence to use our logo, graphics, Qualifying Links or other materials provided under the Affiliate Programme, solely for the purpose of creating links from the Partner Site to the Ingenious Beauty Website under the Affiliate Programme and as contemplated by these Terms.
- 7.2. Except by prior agreement by us, in writing, at our sole discretion, you may not copy, distribute, modify, reverse engineer, or create derivative works from the same IP. You may not sublicense, assign or transfer any such licenses for the use of rights in and to the same IP, and any attempt at such sublicense, assignment or transfer is void. You will not use, nor negligently nor intentionally allow any third party to use, the materials provided under the Affiliate Programme for any purpose other than to drive sales to the Ingenious Beauty Website [feelingenious.com].
- 7.3. This licence will expire immediately upon termination of the Partners participation in the Affiliate Programme.
- 7.4. Each party owns and shall retain all right, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and

proprietary technology currently used or which may be developed and/or used by it in the future.

- 7.5. [The Partner grants Ingenious a non-exclusive, worldwide, royalty-free license to use, reproduce and transmit any graphic or banner ad submitted by the Partner solely for co-branding purposes or as a return link from Ingenious site or social media to the Partner's site. Ingenious will remove such graphic or banner ad upon at the Partner's request.]

8. Termination

- 8.1. Either party may terminate the Affiliate's involvement in the Affiliate Programme at any time, for any reason, provided that they provide at least two day's prior written notice of such termination to the other party.

9. Authority

- 9.1. Each party represents to the other that (a) it has the authority to enter into this Agreement Affiliate Programme and sufficient rights to grant any licenses granted hereby, and (b) any material which is provided to the other party and displayed on the other party's website will not (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation, including, without limitation, any anti-spam or other email or electronic commerce related law; (iii) be defamatory or libellous; (iv) be lewd, pornographic or obscene; (v) violate any laws regarding unfair competition, anti-discrimination or false advertising; (vi) promote violence or contain hate speech; or (vii) contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines (c) it shall not send any email or other form of electronic message or advertisement containing the other's name, product, web site address, metatag or any other type of identifier to any recipient unless the recipient has directly consented to receive such communication from the sender or sender has a pre-existing business relationship with the recipient; and (d) it shall provide any recipient of such communication with the ability to "opt out" of further communications from the sender by sending an "unsubscribe" email to the sender.

10. Limitation of Liability

- 10.1. Ingenious are not responsible for any damages, injury or economic loss arising from the use of Affiliate Programme. Should any part of the Affiliate Programme cause you damage or inconvenience or anyone claiming through you, you assume responsibility and the entire cost for them.
- 10.2. You will indemnify and hold harmless Ingenious from and against any losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees, costs of investigation) arising out of your use of the Affiliate Programme.

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