

Affiliate Terms and Conditions

Last modified: May 29, 2019

1. General

These Terms and Conditions (the "Affiliate Agreement") govern the Affiliate Program that is made available by Bellabee Inc. ("Bellabee", "we" or "us"). These Terms and Conditions represent the whole agreement and understanding between Bellabee and the individual or entity who participates in the Affiliate Program (the "Affiliate", or "you").

Please read this agreement carefully as it represents a legally binding agreement between you and Bellabee. By submitting your application and by your use of the Affiliate Program, you agree to comply with all of the terms and conditions set out in this Affiliate Agreement. Bellabee may terminate your Affiliate Account at any time, with or without notice, for conduct that is in breach of this Affiliate Agreement, for conduct that Bellabee believes is harmful to its business, or for conduct where the use of the Affiliate Program is harmful to any other party.

2. Referral Tracking

Bellabee will provide the Affiliate with specific Referral Links to link advertisements and other marketing content to Bellabee. Bellabee will track users who have visited these Referral Links using cookies which expire after 30 days. Only users who make a purchase while the cookie is active will be considered referrals of the Affiliate and recorded as such in the Affiliate Page.

The Affiliate is not authorized to modify or alter the Referral Links or the cookies in any way. Bellabee is not responsible for any tracking or reporting errors that may result from any modifications to the Referral Link or the cookies.

3. Affiliate Payouts

Affiliate will become eligible for payout on the first friday, 45 days after the referral makes a purchase if it meets all of these criteria:

- The referral makes a purchase that has been paid.
- The referral's purchase has not been refunded, canceled, charged back or otherwise reversed.
- Affiliate must have a minimum of \$100 unpaid commissions.

All web page error requests (such as 403 errors or 404 errors) will direct traffic to a default Bellabee error page. This error page informs visitors that the web page they are looking for cannot be found, and may include, but without limitation to, the following:

Links to additional products and services offered by Bellabee.

Advertisements for products and services offered by third-parties.

An internet search engine interface.

Failure to meet any of these criteria will permanently void the referral and disqualify the referral from any potential payouts.

The Affiliate is entitled to receive a commission based on the chosen campaign and total value the referral purchased. All eligible commissions are recorded in the Affiliate Page.

All Affiliate payouts will be payable in United States Dollars only, except as otherwise determined by Bellabee in its sole discretion. Payment will be made through PayPal to the PayPal account affiliate provided. The Affiliate is responsible for providing Bellabee with the full and accurate details that are required to make the affiliate payout, and is solely responsible for any delays in payment resulting from its failure to do so. Minimum payout is \$100.

Referrals will become void, and any unpaid Affiliate payouts will be forfeited, after 12 calendar months.

In the event of any activity deemed suspicious by Bellabee, Bellabee may delay the payment of Affiliate Payout by up to 6 calendar months to verify the relevant transactions. Bellabee reserves the right to recalculate, void, or disqualify any referrals or Affiliate Payouts in the event of any fraudulent, deceptive or otherwise illegal activity.

Referrals for purchases made through Bellabee promotional or special offers are not eligible for payout.

4. Advertisements

Bellabee hereby grants the Affiliate a non-exclusive, non-transferable, limited license to use the Bellabee logos for the sole purpose of promoting our service within the context of the Affiliate Program. This license will expire upon termination of the Affiliate's participation in the Affiliate Program.

The Affiliate may only display advertisements that contain Bellabee's logos or service marks in good taste. The Affiliate may not use Bellabee's logos or service marks in a manner that, in Website.com's sole discretion, portrays Bellabee in negative light.

The Affiliate will be solely responsible for its own marketing activities. All marketing activities must be professional and in full compliance with all applicable laws.

Bellabee may, without prior notice, require the Affiliate to remove or modify any advertisements in Website.com's sole discretion.

5. Termination

The Affiliate may terminate the Affiliate's participation in the Affiliate Program with immediate effect by giving the other party a written notice of termination.

Bellabee reserves the right to terminate the Affiliate's participation in the Affiliate Program at any time for conduct that is in material breach of this Affiliate Agreement or for conduct that Bellabee, in its sole discretion, deems to be harmful to its business or any third party.

Upon termination, the Affiliate will lose access to its Affiliate Page and will forfeit all potential or unpaid Affiliate Payouts.

6. Relationship of Parties

Bellabee and the Affiliate are independent contractors. Nothing in this Affiliate Agreement will create any partnership, employment, representative, agency, or joint venture relationship between the parties. The Affiliate has no authority to act on Bellabee's behalf.

7. Limitation of Liability

The Affiliate Program is provided on an "as is" and "as available" basis and the use of the Affiliate Program is at the Affiliate's own risk. Bellabee makes no representations or warranties, either expressed or implied, with respect to the Affiliate Program, or any service or information provided through the Affiliate Program.

Bellabee is not responsible for any damages, injury or economic loss arising from the use of Affiliate Program. Should any part of the Affiliate Program cause damage or inconvenience to the Affiliate or anyone claiming through the Affiliate, the Affiliate assumes responsibility and the entire cost for them.

The Affiliate will indemnify and hold harmless Bellabee, its directors, officers, employees, agents, subsidiaries, and third parties 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 or relating to the Affiliate's or any third party's operations or use of the Affiliate Program.

8. Modification

Bellabee may, in its sole discretion, change or modify this Affiliate Agreement at any time, with or without notice. Such changes or modifications shall be made effective for all Affiliates upon posting of the modified Affiliate Agreement to this web address:

https://www.bellabee.us/uploads/1/2/2/8/122855795/affiliate_terms_and_conditions.pdf.

The Affiliate is responsible for reading this document from time to time to ensure that its use of the Affiliate Program remains in compliance with this Affiliate Agreement.

If any modification is unacceptable to the Affiliate, its sole recourse shall be to terminate this Affiliate Agreement. The Affiliate's continued participation in the Affiliate Program will constitute binding acceptance of such modifications.

9. Miscellaneous

The Affiliate warrants and represents that it is over the age of 18 and is qualified to enter into this Affiliate Agreement.

The Affiliate warrants and represents that its actions and its participation in the Affiliate Program is in compliance with all applicable laws, rules, regulations, and any requirements of governmental authority at

all times. Bellabee reserves the right to terminate the Affiliate's participation in the Affiliate Program if Bellabee determines, in its sole discretion, that the Affiliate's actions or its participation in the Affiliate Program is in violation of any laws, rules, regulations, or any requirements of governmental authority.

This Affiliate Agreement constitutes the entire understanding between Bellabee and the Affiliate. This Affiliate Agreement supersedes any other contracts or understandings between the parties hereto and neither party shall be bound by any statements or representations that are not embodied in this Agreement.

Any dispute arising in relation to this Affiliate Agreement shall be exclusively resolved in the Courts of Delaware, US.