

## Sedona Marketing LLC's ~ Affiliate Agreement

Dear Affiliate,

By participating in ANY Sedona Marketing LLC (dba Yuloff Creative Marketing Solutions) promotions, you agree to the following Terms and Conditions (the "Agreement"). You also understand our company's general privacy policy and terms of use as listed [here](#). If you do not agree to or understand any of the language in this Agreement then do not signup to participate in any of our promotions, period.

We LOVE our affiliates, and we want you to succeed in our promotions. We also want to serve our clients with 100% integrity and compliance with all laws, including but not limited to FTC guidelines. As an affiliate, we expect you to conduct yourself with professionalism and care for your customers, which is why we've detailed these Terms and Conditions for you. We also wanted you to understand all of the prizes and payments associated with our promotions, so watch for additional information related to any of our specific promotions. Each promotion is unique and time-bound, so watch your email for full details related to each launch.

Please read this entire agreement before participating in our launches. It will help you!

Thank you for all your support!

~ Sharyn and Hank Yuloff

### **Affiliate Service Agreement Terms & Conditions**

**NOTICE: Please read this agreement carefully. Unless you expressly agree and consent to this agreement, you may NOT participate in Sedona Marketing's (also known as the Program Operator through this Agreement) Affiliate Program. By participating in our Affiliate Program, you are agreeing to comply with, and be legally bound by, the Terms and Conditions of this contract. If you do not agree to all of the terms of this Agreement, please do not register for our Affiliate Program.**

The first instance of using an Affiliate Link from this Program constitutes agreement to these Affiliate terms.

This Affiliate Service Agreement (the "Agreement") is made by and between Sedona Marketing LLC, an Arizona, USA LLC ("Us/We/Sedona Marketing/Yuloff Creative"), and You, as an Affiliate utilizing the Sedona Marketing's services ("You", "Your", "Affiliate").

By participating in the marketing launch (the "Promotion") of any of Our products or programs (the "Product") conducted by Sedona Marketing LLC (the "Program Operator"), You (the "Affiliate") agree to the following Terms and Conditions (the "Agreement").

This agreement incorporates the Program Operator's Terms and Conditions of Use (located on our website) herein as if it were set forth in full.

### **AFFILIATES**

Each Affiliate is an Independent Contractor of the Program Operator and not an employee. Nothing herein is intended to create an employer/employee relationship.

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## ELIGIBILITY

Affiliate must be eighteen (18) years or older to participate in any Promotion and supply a valid Tax ID, which may be Your social security number for individuals, or a federal Tax ID for corporations or entities. Program Operator reserves the unconditional right to accept or deny any applying Affiliate who enters any Promotion or who drives traffic on any of the Program Operator's websites ("Sites").

Affiliate must be in good standing with the Federal Trade Commission (the "FTC") and the Program Operator, and in compliance with all FTC guidelines and the terms and conditions of this Agreement.

Affiliate agrees and understands that if its marketing, websites, emails or any other communications associated with or for any of Our promotions are deemed inappropriate that Affiliate will be deemed, at the sole discretion of the Program Operator, ineligible to participate in Our promotions and disqualified from receiving any recognition, commissions, prizes or any other compensation or further communication from the Program Operator.

## AFFILIATE CONDUCT

**The Affiliate Links provided cannot be used for Your own purchases.**

The intent of the program is to reward You for referring new customers, not as a coupon for affiliates and their family/friends/associates.

Any purchases made by You, Your business partners or associates through Your own Affiliate link, in anyway, will not earn any commissions. We understand accidents do happen, and You may inadvertently make a purchase from Your link. The commission for that purchase will be reversed. However, if repeated attempts are made to do it again, You will be dismissed from the Affiliate Program.

Program Operator will provide Affiliate with Links to each Promotion as well as any related banners, graphics, or text ads necessary to promote and offer the Product to the Affiliate's customers via the Affiliate's Sites or emails. Affiliate may ONLY utilize their unique Link provided by the Program Operator on the Affiliate's own websites or emails.

You represent to Us that all content You provide to Us is solely owned by You or provided by You with the express authority of the company You represent, does not infringe upon any other individual's or organization's rights (including, without limitation, intellectual property rights) and is not defamatory, libelous, unlawful or otherwise objectionable.

You shall not provide, promote, distribute, place or otherwise publish as an Affiliate of the Program any content, or website that includes content, which is libelous, defamatory, obscene, pornographic, abusive, fraudulent or violates any law. The Program Operator may not review all information provided by You. You shall remain solely responsible for Your content and website.

**Links may not be placed in newsgroups, unsolicited e-mail, ICQ, banner networks, counters, chatrooms or guestbooks. Any Link placed must be done in such a way that it is not misleading to any Visitor and done with the intention of delivering valid sales.**

Points or reward programs for click or lead programs are NOT allowed. SEDONA MARKETING LLC RESERVES THE RIGHT TO DEEM ANY SITE INAPPROPRIATE AND TERMINATE THE SITE AS A

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MEMBER OF THIS AFFILIATE PROGRAM. If You are terminated from the Program, We have the right to withhold money You earned within the Program or money that You owe within the Program and You will not be allowed to re-join this Affiliate Program.

Affiliate may NOT post their Link on other websites that are not owned or maintained by the Affiliate or the Affiliate's brand, with the exception of ads or to their social media connections. Spamming the internet with automated or anonymous links outside of Affiliate's direct email list, websites or social media pages will be considered a violation of this Agreement and result in a denial of all Affiliate benefits, prizes, Commissions and Referral Fees. Affiliates may not use unsolicited commercial email, spam, search engine spam, or other illegal or unethical means by which to generate Commissions or Referral Fees. All customer information collected during each Promotion shall be owned by the Program Operator and it is at the sole discretion of the Program Operator whether or not the customer information will be shared with the Affiliate. All information collected before, during and after each Promotion will be managed under the Privacy Policy of the Program Operator as listed on its [Privacy Policy page](#).

**Affiliate will be immediately removed from all Promotions and from Program Operator's Affiliate Program -- resulting in a forfeiture in all contests and commissions -- and will be in violation of this Agreement IF its marketing for this Promotion or for its own sites:**

- a) contains, promotes or links to sexually explicit or violent material;
- b) promotes, depicts or links to material that promotes or depicts discrimination based on race, gender, religion, national origin, physical or mental disability, sexual orientation, or age;
- c) contains unlawful material, including but not limited to materials that may violate another's intellectual property rights, or links to a site that contains such material;
- d) contains information regarding, promotes or links to a site that provides information or promotes illegal activity including but not limited to WAREZ, CRACKING, and HACKING SITES; or
- e) **uses Program Operator's videos, images, banners, likeness, or brand name in or on their websites, thus creating market and consumer confusion (which is illegal and generally referred to as copyright or trademark infringement) without prior written approval from the Program Operator.** To be clear, You may not use Our banners, images or videos, unless specifically supplied to You, as if they are Your own on Your own sites or any other sites, as it may cause a customer to opt-in thinking they are opting in to Our communications rather than Yours. **Clearly, the best practice to generate sales is to establish Your own brand, identity, and sites, then to authentically recommend Our program, not pretend to be Us.**
- (f) uses any "bots" or automated link generating, spamming, or social media spamming techniques to perpetuate their links automatically or anonymously. **You should only participate in this Promotion by sending Your link directly to Your email list, Your social media contacts, or through ads You have placed that comply with all the Terms of this Agreement.**
- (g) defames, slanders, or posts rude or inappropriate comments about the Program Operator or any public figure or member of the expert community. Any rude communication with Program Operator's staff also warrants termination of the Affiliate Agreement and a forfeiture of all standings, prizes, Commissions and Referral Fees.
- (h) Fraud is a serious offense and will be treated as such! Fraud is defined as any action that intentionally attempts to create sales, leads, or click-throughs using robots, frames, iframes, scripts, or manually "refreshing" of pages,

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for the sole purpose of creating commissions. ANY ATTEMPTED FRAUD OR FRAUD WILL RESULT IN MEMBERSHIP TERMINATION AND VOIDED COMMISSIONS.

(i) uses any of Our brands in the root of a URL link. This means You cannot use, for example only (which shall in no way limit the intent of this paragraph), "SedonaMarketing" nor "YuloffCreative" (or any of its versions) in your website domain before the (dot), like this: [www.SedonaMarketing.com](http://www.SedonaMarketing.com). However, this would be okay: [www.YourSite.com/SedonaMarketing](http://www.YourSite.com/SedonaMarketing).

So, to be clear, You cannot have ANY of Our brand names, or any mis-spelling or alternative use/spelling of Our brand names, before the (dot) in .com, .org, etc. Other examples include but are NOT limited to:

NOT OK: [www.SedonaMarketingReview.com](http://www.SedonaMarketingReview.com)

OK: [www.YourSite.com/SedonaMarketingReview](http://www.YourSite.com/SedonaMarketingReview)

NOT OK. [www.SedonaMarketingBonuses.com](http://www.SedonaMarketingBonuses.com)

OK: [www.YourSite.com/SedonaMarketingRetreatsBonus](http://www.YourSite.com/SedonaMarketingRetreatsBonus)

(j) **NOT ALLOWED:** Any placement of creative in a "Desktop" advertising scheme. This includes any and all 3rd party advertising platforms that use a desktop application to display ads in any form.

(k) **NOT ALLOWED:** Any display of a merchant window that isn't the result of a direct click by the end-user.

(l) for any other reason that is deemed by Us to be unsuitable by the Program Operator.

**The Program Operator reserves the right to disqualify Affiliates from Our Affiliate Program, cancel pending commissions based on inappropriate behavior or marketing by the Affiliate, and to amend or terminate this Promotion or Agreement at any time, and for any reason, by writing to the Affiliate at the email address listed in the Affiliate's Profile, with thirty (30) days written (emailed) notice.**

### RESTRICTIONS

Affiliate may not use ANY copyright, trademark, service mark, or general branding of the Program Operator without full disclosure and written permission of the Program Operator.

Affiliate may not:

a) read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to Program Operator by any person or entity;

b) take any action that could reasonably cause any customer confusion as to Affiliate's relationship with Program Operator, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring;

c) frame the Affiliate's website to look like the Program Operator's website or to utilize the Program Operator's branding in any way that would confuse customers or the general public as to who is hosting or promoting such a website;

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d) seek to purchase or register any keywords, search terms or other identifiers related to the trademarks of the Program Operator or the trade or service marks or names of Program Operator's primary competitors, including misspellings or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service unless otherwise agreed to, in writing, by the Program Operator;

e) seek to purchase or register any domains or other identifiers that include variations on the trade or service marks or names of the Program Operator intended to approximate misspellings or typographical mistakes of same or which otherwise would constitute typo or domain squatting, including variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service unless otherwise agreed to, in writing, by the Program Operator; or

f) spam automated or anonymous links to social media pages or search engines. Program Operator may cancel the Affiliate's participation in this Promotion, withhold or cancel Commissions, or take any other action at its sole discretion should Affiliate conduct any of the behavior above or fail to operate with integrity or within the guidelines of the FTC.

### **SPAM & UNSOLICITED COMMERCIAL EMAIL (UCE)**

The Program Operator does not tolerate the sending of unsolicited bulk emails (UCE or SPAM) which promote, or make reference to the Program Operator, or any of their associated companies or websites, Partners, or employees, their websites, products or services. The provisions of the Terms and Conditions pertaining to UCE or SPAM shall apply to each Affiliate. Any Affiliate who, in the sole reasonable opinion of the Program Operator, breaches this rule will have their Affiliate Status canceled and any outstanding commissions will be forfeited.

Affiliate agrees to NOT send any unsolicited email to any party during the Promotion. Program Operator has ZERO tolerance toward any Affiliate who spams any party or individual, period. If Affiliate is caught spamming by "bots" or automated or anonymous social media posting, You will be removed from the Program Operator's Affiliate Program, and Your Commissions, or pending commissions or Referral Fees will be canceled and/or forfeited. Spam is defined as emailing or posting to anyone who has not requested information via email or any website, and also includes "spamming search engines" or social media with links. Affiliate agrees to abide by all Federal Trade Commission Guidelines and the U.S. Federal Can-SPAM Act.

### **Other Causes for Affiliate Dismissal include but may not be limited to:**

- Inappropriate advertising (false claims, misleading hyperlinks, etc.)
- Illegal Spamming (mass email, mass newsgroup posting, etc.)
- Advertising on sites containing/promoting illegal activities
- Violation of intellectual property rights

### **UNPROFESSIONAL CONDUCT**

The Program Operator and their associated companies operate with the strictest codes of professional conduct. Any Affiliate who brings the Program Operator or their employees, partners, or associates into disrepute, or who promotes any form of slander, racism, or unfair business practices, will have their Affiliate Status canceled and any outstanding commissions will be forfeited.

The Program Operator reserves the right to reject any Affiliate application if, in the Program Operator's sole opinion, that person or entity violates established laws or commonly held standards of decency. For example, We will reject applications from any person or company that promotes any form of violence, illegal activities, or from

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applicants who the Program Operator prefers not to be associated with.

### **AFFILIATE SALES & TRACKING**

After signing up for this Affiliate program, you will receive a unique Affiliate URL which you will use to advertise the website. When someone clicks through this URL, a cookie will be set in their browser with Your Affiliate ID and their IP address may also be logged with Your Affiliate ID. During that visit to the website or any later visit within ninety (90) days, when a purchase is made, the Commission will be earned based on the existence of the cookie. However, if that same potential customer clears their cookies or visits the page in another browser or from another device, that cookie will not be activated and no commissionable sale will be logged for credit to the Affiliate. Although Program Operator has no control over potential customer behavior with regard to the potential loss of use of Affiliate's cookie, every reasonable effort will be made to credit the Affiliate when Program Operator is advised of such an issue.

In order to receive proper credit for sales, a person or entity must purchase through Your unique Affiliate URL. Masking or cloaking of the links (whether done by software or by a script, and sometimes referred to as "affiliate link cloaking") may or may not work with parts of Our sites. The Program Operator allows masking or cloaking, but You must provide a repeatable process for Our verification of the cloaked link, otherwise the use of the masked or cloaked link is disallowed.

### **COMMISSIONS & REFERRAL FEES**

Whenever someone orders through your Affiliate Link, your Affiliate ID is credited with a referral fee. When another Affiliate registers as an Affiliate using your Affiliate Link, your account is credited as the Sponsoring Affiliate. You do not earn a Referral Fee for any other affiliate's registration. However, once that Referred Affiliate earns their first Affiliate Fee, we will pay You a one-time \$50.00 flat Referral Fee. Other Commissions and Referral Fee amounts may vary from product, service or opportunity. The rate at which your Commission or Referral Fee is generated can be found on the Program Operator's website and is subject to change at any time. If the website is silent as to the Commission Rate, then the base rate is 10%.

Before any Affiliate may be sent a Commission Check, the Affiliate must submit to the Program Operator identification information in the form of a completed W9 (obtainable from the IRS site). This documents shall be faxed or emailed to the Program Operator as per the instructions sent in your Welcome eMail. You will not receive any payment of Commissions nor Referral Fees until such time as the Program Operator acknowledges the complete receipt of the required documentation.

Commissions on products and services are paid at the rates as indicated on the website. The Program Operator strives to pay similar rates on further products, services, and opportunities, but reserves the right to pay a different scale when necessary.

Affiliate will receive the posted dollar amount of Commission for every sale they refer that is directly referred by the Affiliate to the Program Operator's Site through the Affiliate's unique link or cookie. This ONLY includes sales that are driven from the Affiliate to the Program Operator's sales sites as tracked through the Affiliate's unique link provided by the Program Operator or the cookie resulting from that link.

Commissions are not paid on, and will not include, a single sale to the Affiliate themselves, meaning You cannot purchase the Product for Your own use through Your link and receive a Commission on that sale. Affiliate Commissions are counted and final numbers are deemed final at the sole discretion and decision of the Program Operator.

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Commission payments will be sent to Affiliate by the Program Operator via the Affiliate's chosen Payment Processor once within seventy-five (75) days following the end of the Promotion Period until the Affiliate has been paid in full. This allows time for accounting after Program Operator's sixty (60) day satisfaction guarantee policies. Because multiple monthly payments are allowed by customers who purchase the Product, Affiliate should expect to receive approximately 50% of each collected monthly payment every seventy-five (75) days until the customer has paid the Program Operator in full for the Product. If a sale is canceled or refunded for any reason, any paid commission will be deducted from the amount owed to the Affiliate and any subsequent payment. Affiliate Commissions will not be paid based on any sales or amounts that are attributed to spam, credit card fraud, or returned Product. Program Operator reserves the right to change the dates of the Commission payout.

**Affiliates must complete a W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) and any tax information requested by the Program Operator before receiving any Commission payments.**

Program Operator is NOT responsible for Affiliate using or maintaining their Affiliate Links and only sales tracked through the Program Operator's system will count towards the Affiliates Commissions. All sales and Commission numbers are tallied by the Program Operator and credit due to the Affiliate and all the final sales and Commission numbers are at the sole discretion of the Program Operator. Program Operator makes every reasonable effort to accurately track and pay Commissions for all sales that come from Affiliates, but it is not responsible nor under any circumstances will be held liable for any technical difficulties, outside events, actions by other Affiliates, or other uncontrollable events that may disrupt or interfere with Program Operator's ability to track sales or pay Commissions. Under no circumstances will Program Operator be held liable for any indirect, incidental, special or consequential damages or any loss of revenue or profits that result from Affiliate's participation in this Promotion.

### **EARNING DISCLAIMER**

We've taken every effort to ensure We accurately represent Our Promotion and its potential to help You earn Commissions, as described below. However, there is no guarantee that You will get any results or earn any money whatsoever during this Promotion, and we do not purport this as a "get rich scheme." Nothing on Our Sites or in this Promotion is a promise or guarantee of earnings. Your level of success in attaining results is dependent upon a number of factors including Your skill, knowledge, ability, dedication, business savvy, network, list, and financial situation. Because these factors differ according to individuals, We cannot guarantee Your success, income level, or ability to earn revenue. You alone are responsible for Your actions and results in life and business. Any forward-looking statements outlined on Our sites or in Our Promotions are simply our expectations or forecasts for future potential, and thus are not guarantees or promises for actual performance. These statements are simply Our opinion. As stipulated by FTC law, We make no guarantees that You will achieve any results from Our ideas or Promotion and We offer no professional, legal or financial advice.

### **PAYMENTS**

#### **Commission Rate:**

Commission per sale is between 10% and 50% depending upon the product. To find the rate for each product, simply click on that product in Affiliate Tools.

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### **Payment Schedule:**

Commissions are paid once per month by payment processor within seventy-five (75) days following the purchase of the Product for which the sale was made, allowing for any customer chargebacks and cancellations.

### **Payment Method:**

There is a minimum Commission amount of \$50.00. This is the minimum amount that You must earn before You will be paid commissions. In any Commission Period, your Commission must exceed this amount before You will receive any sums for that period. Commissions below this minimum amount will be held until such time as the Commission equals or exceeds this amount.

Commissions are not paid for any sales for which payment has not been received, or for any transaction that has been rejected for any reason.

We are not responsible for paying interest to Affiliates for accrued but not yet delivered Commission Payments.

If a transaction incurs a charge-back, or if an online transaction is not completed in every way, no Commission Payment is due to the Affiliate. If a Commission has already been paid, then it will be deducted from an active Affiliate's future Commissions.

All commissions are paid in US Dollars via PayPal or a manual check at Your sole discretion. All processing fees will be deducted from Affiliate's Commission Check.

Each Affiliate is responsible for selecting their preferred Payment Processor through which to receive their Commissions/Referral Fees, from the Payment Processors supported by the Program Operator. If You elect a Payment Processor through which to receive Your Commissions and You later terminate the account or the account becomes unavailable for any reason, the Program Operator is not responsible for You not receiving the Commission Payment. Each Affiliate is responsible for always maintaining an active account with the Payment Processor through which You receive Your Commissions/Referral Fees OR selecting an alternate method of payment supported by the Program Operator. This election is entirely made by the Affiliate and the Program Operator assumes no responsibility for non-receipt of payments made according to the Payment Processor elected by the Affiliate, or the Affiliate's lack of ability to then conform to the Payment Processors or processes supported by the Program Operator. The Program Operator assumes no responsibility for an Affiliate not electing a Payment Processor. If an Affiliate fails to elect a Payment Processor, any sums due will be held In Escrow until such time as the Affiliate selects a Payment Processor, but in no event longer than twelve (12) months from the Initiating Commission Event. The Program Operator will make every reasonable effort to inspire the Affiliate to select a preferred Payment Processor before the expiration of the twelve (12) month period stated above.

It is the Affiliate's responsibility to update any payment addresses (email and snail mail). The Program Operator is not responsible for undeliverable commission based on an Affiliate's error or failure to update information.

Support staff are not able to update this information for you. Affiliate must login and update their personal data themselves.

### **INCOME TAX LIABILITIES**

Each affiliate acts as an Independent Contractor and as such is responsible for any or all United States, state, or foreign income taxes and any other tax liabilities, licenses and permits that affect or concern the sales of the products or services, in your state or location. Only residents of the United States may register as an Affiliate,



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unless specific arrangements have been made with the Program Operator. If you are NOT a resident of the United States, please contact the Program Operator directly, via email to [info@YuloffCreative.com](mailto:info@YuloffCreative.com).

### **EMBARGOED NATIONS & SPECIALLY DESIGNATED NATIONALS**

The United States controls the export of products and information. Each Affiliate agrees to comply with such restrictions and to not export or re-export the materials (including software) to countries or persons prohibited under the export control laws. Each Affiliate is responsible for compliance with all applicable U.S. laws and regulations, including but not limited to, those laws pertaining to export control. By registering as an Affiliate, You warrant that You are not a citizen or resident of a country designated as having Embargoed Nation Status and further, You also warrant that You are not on the list of Specially Designated Nationals or Blocked Persons maintained by the U.S. Treasury Department. The products and/or services are exported from the United States in accordance with the Export Administration Regulations. Diversion to other countries is contrary to U.S. law and is therefore prohibited.

In compliance with the United States Patriot Act, only those who have provided appropriate identification information and do not reside within an embargoed nation and who are not listed on the Specially Designated Nationals list may receive Commission Checks paid by the Program Operator.

### **MIXING OF PRODUCTS**

As an Affiliate of the Program Operator, the website on which You advertise any products or services of the Program Operator may NOT include products that are not capable of being viewed by persons 18 years of age or younger unless the Program Operator specifically allows such products. Your website may NOT contain any content or images that are NOT suitable for being viewed by persons 13 years of age or younger if you include any reference whatsoever to the Program Operator, the website, the eBook(s), or Your Affiliate Link. On any website on which You include any reference whatsoever to the Program Operator, its products, services, and eBooks, you may NOT include any reference whatsoever to any form of "Adult" content. Any violation of these requirements will result in immediate termination of Your Affiliate Status and You shall forfeit any Commissions/Referral Fees that may be due. In the event that any violation of these requirements results in the suspension or termination of any Payment Processor for the Program Operator, you shall be liable for liquidated damages in the amount of \$10,000 as well as actual and any consequential or actual damages that the Program Operator may incur.

### **PAYMENT PROCESSOR FEES**

All Commissions are calculated based on the gross transaction, prior to any Payment Processor Fee deductions. Any sums paid for Payment Processor Fees are NOT commissionable. The Program Operator may also charge a per transaction fee for every transaction processed. In the event that a per transaction fee is applied, the amount of the fee can be seen on the website. Any such fee is also NOT commissionable and is also deducted from the sums paid to You.

### **TERM & TERMINATION**

This Agreement will begin upon Your sign-up with the Affiliate Program and will end when either You or the Program Operator terminates Your Affiliate Status, or if Your account is inactive in any continuous twelve (12) month period. An Affiliate may terminate this Agreement at any time, and for any reason, by writing to – or emailing – the Program Operator at the email address [info@YuloffCreative.com](mailto:info@YuloffCreative.com). The Affiliate may not transfer this Agreement, or any rights conveyed in this Agreement, to any third party whatsoever.

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Affiliate accounts that are left inactive will be removed from our system if their balance is equal to or less than \$25. If an abandoned Affiliate account has a balance between \$25 and \$50, a \$25 fee will be assessed once per calendar month, until the balance is equal to zero dollars - and is closed. An abandoned Affiliate account is defined as any account that has not been logged in to for a period of twelve (12) months, nor have any transactions been posted to that account. If one or the other of those conditions are true, the account will remain in an active state.

Failure to abide by the rules in this Agreement could mean termination from a given Program Operator's program, or from Sedona Marketing LLC completely **with a complete forfeit of all commissions**.

The Program Operator may also terminate this Agreement at any time, and for any reason, by writing to the Affiliate at the email address listed in the Affiliate's Profile, with thirty (30) days written (emailed) notice. The Program Operator may transfer this Agreement to any party whatsoever, at any time, and this Agreement shall remain in full force and effect, without notice to Affiliate. However, if this Agreement should terminate For Cause due to a violation of this Agreement or the Terms and Conditions, this Agreement shall terminate immediately and Affiliate shall forfeit all right to any commissions then due.

### **RIGHTS TO MODIFY AGREEMENT**

The Program Operator, and its Associated Companies may, in good faith, modify any of this Agreement and/or the Terms and Conditions (including the Affiliate Commission Schedule), at any time and at its sole discretion, by posting a change notice or a new Agreement on the website. These changes will come into force immediately upon posting. The Affiliate's continued participation in the Affiliate Program following the said posting of a Change Notice or new Agreement shall constitute binding acceptance by the Affiliate of the change.

If any modification to this Agreement is not acceptable to the Affiliate, the Affiliate's only recourse is to terminate this Agreement. Upon termination of this Agreement, the former Affiliate must remove all Affiliate links and graphics from its web site, and refrain from publishing same in any manner whatsoever.

### **NO MISUSE**

It is understood that any individual that uses the Program Operator's system shall not use it in connection with obscene, defamatory, slanderous, hateful, illegal or politically disruptive material, the definition of which shall be at the sole discretion of the Program Operator. It is also understood that Affiliates shall not try to cheat the system in an effort to increase their payments due. If such misuse is detected, the Affiliate will be immediately terminated as an Affiliate and any sums paid and any sums payable as and for commissions due will be withheld. All Affiliates further agree to refrain from engaging in any hostile activity toward the system. Any individual that engages in such hostile activity, including but not limited to hacking, shall be held liable for any loss sustained by the Program Operator, or its associates due to such action.

### **AS-IS ONLY**

There is no warranty or guarantee of any kind with respect to the Program Operator system as far as reliability, stability, quality or dependability. This means that the Program Operator, or its associates, is not responsible for any loss or damage incurred directly or indirectly due to the use of the Program Operator's website, products, services, or any other facet of the system. This shall include, but is not limited to, any system malfunction, period of being inoperative or unavailable, loss of data or discontinuation of service, and any other inconveniences.

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### **FEES**

Affiliates shall be charged NO FEE by the Program Operator for setting up an account to join Our Affiliate Program(s).

### **ELECTRONIC COMMUNICATIONS & EMAIL**

The Program Operator requires Your primary email address be listed in Your Affiliate Profile. Affiliates will not be able to use the website or participate in the Affiliate Program until their email addresses are verified. Those who fail to verify their email address or use an email address that generates an error response consistently (e.g., "User is over quota" or "Mailbox full") will forfeit any commissions due and this contract will be terminated immediately. You may not use an email address with an auto responder as Your Program Operator email address. When You visit the Program Operator's websites or send emails to Us, you are communicating electronically. You consent to receive communications from the Program Operator electronically. The Program Operator will communicate with You by email or by posting notices on this site. You agree that all Agreements, notices, disclosures and other communications that the Program Operator provides to You electronically satisfy any legal requirement that such communications be in writing. If You are an Affiliate, You understand that You may NOT opt out of any emails that You receive from the Program Operator. As an Affiliate, You must continually have a valid email account on file with the Program Operator or We reserve the right to terminate Your participation immediately, without any refund of any license fees paid, payment of any Commission and/or Referral Fees due.

### **UNAUTHORIZED CHARGING OR RECEIPT OF PAYMENTS THROUGH OUR SITE(S)**

No Affiliate, or other person or entity may use the website, or the Program Operator Payment Processing System, for private transactions. Any revenue collected through the website or through the Program Operator payment processing system may become the sole property of the Program Operator. Any revenue collected through the Program Operator payment processing system may become the sole property of the Program Operator. Specifically, Affiliates may not link to the website for processing of products or services that are not wholly sponsored by the Program Operator and authorized by the Program Operator and further, may not link to the website for processing of any products beyond what the Program Operator has identified as salable products for the website and specific Affiliate sales. Should any Affiliate of the Program Operator or other person or entity construct links that process orders through the Program Operator payment processing system, the act will be considered an attack of computing resources with intent to damage the website and therefore treated as a serious computer crime. Violators will be prosecuted to the fullest extent of the law.

### **CHARGING OR RECEIVING ANY PAYMENT FOR ASSISTING YOUR AFFILIATES**

The progress of any Affiliate benefits the Program Operator in many ways. If You recruit, sponsor, or obtain an Affiliate through the websites, by any means, You should always be willing to assist such Affiliate at no charge to such Affiliate. If You are unwilling to assist such Affiliates without charge, Your Affiliate Status with the Program Operator will be terminated immediately and any commissions due will be withheld permanently as partial compensation for managing the associated and impacted Affiliates.

### **AFFILIATE IDENTIFICATION NUMBERS**

You will be provided a unique Affiliate ID. Your Affiliate ID may be numeric and/or CaSe sEnSitIvE. For example, the code 'learn\_more' is different from 'Learn\_More'. You are responsible for maintaining the secrecy and security of Your Affiliate ID and password. You agree to hold the Program Operator harmless in the event that any such information is shared by You with any other person or entity whatsoever.

# **Sedona Marketing LLC's ~ Affiliate Agreement**

## **NO PREDATORY ADVERTISING**

All Affiliates in this Affiliate Program agree to refrain from any type of predatory advertising practices, the definition of which shall be at the sole discretion of the Program Operator, and shall include, but may not be limited to, dynamically replacing the Affiliate ID of one Affiliate with that of another with the effect of "stealing" the commission away from the Affiliate that earned it, whether this be intentional or not. Affiliates may not adjust any of the supplied Affiliate links to reset cookies or bypass other safeguards in the system. Affiliates understand that engaging in such practices is grounds for immediate termination and forfeiture of any earned commissions.

## **RELATIONSHIP OF PARTIES**

Nothing in this Agreement shall be deemed to create a partnership, joint venture, agency relationship, or employment relationship between the Parties. Affiliate is participating in the Promotion as a fully independent entity and is responsible for any and all federal, state, local, and/or foreign income taxes and self-employment taxes, and any and all other federal, state, and local licensees, fees or taxes, or sales tax, including withholding taxes, social security taxes, and public liability and workman's compensation insurance. Under no circumstances will Program Operator be held liable for any actions or results of the Affiliate.

## **CONFIDENTIALITY**

Affiliate hereby agrees not to share, use, copy, adapt, alter, distribute, duplicate, or part with possession of any of the Program Operator's confidential information which is provided or approved by the Program Operator, directly or indirectly, or any confidential information that is disclosed or otherwise comes into its possession under or in relation to this Agreement. Confidential information includes, but is not limited to, the following types of private information and other proprietary information of a similar nature regarding the Program Operator's business: sales figures, software passwords, Program Operator's list size, list contents, ideas, stories, activities, curriculum, seminar format, presentation materials, presentation content, inventions, financial information, business plans, business processes, marketing plans, marketing strategies, marketing copy, financial projections, customer lists, customer financial information, personal information of executives, sponsorship strategies, relationships with other vendors, media delivery concepts and systems, including, but not limited to, web-based delivery systems, technical data, software designs, drawings, specifications, models, source code, object code, documentation, diagrams, flow charts, and other similar information that is proprietary to and confidential information of the Program Operator.

Affiliate shall not disclose his/her terms of this Agreement to any third party other than to the Affiliate's employees and agents who (a) have a need to have access to such information, and (b) agree in writing to comply with the confidentiality provisions of this Agreement.

This Agreement imposes no obligation of confidentiality on Affiliate with regard to any portion of Program Operator's confidential information (a) that is part of the public domain at the time of disclosure; or (b) that becomes part of the public domain after the Promotion without any unauthorized act by or omission of Affiliate; or (c) if Affiliate can demonstrate by written records that he/she had independently developed knowledge of such confidential information prior to the date of disclosure; or (d) if permission to use or disclose said confidential information is first obtained by Affiliate in writing from the Program Operator; or (e) if Affiliate is required by law, regulation, rule, act, or order of any court or other government authority or agency to disclose such confidential information. In general, Affiliate may not disclose any financial, personal, or business information about the Program Operator or its executives without permission from the Program Operator. Such disclosure is grounds for legal action, equitable relief, and termination of this Agreement.

## Sedona Marketing LLC's ~ Affiliate Agreement

### MISCELLANEOUS PROVISIONS

- a) As part of the registration process, You will select a username and password combination that You use to access Your Affiliate area within the Program. You shall provide the Program Operator with accurate, complete and updated registration information. You may not select the name of another person with the intent to impersonate that person or deceive members or other users as to Your true identity. You agree that We may rely on any data, notice, instruction or request furnished to Us by You which is reasonably believed by Us to be genuine and to have been sent or presented by a person reasonably believed by Us to be authorized to act on Your behalf. You shall notify Us by e-mail at [info@YuloffCreative.com](mailto:info@YuloffCreative.com) of any known or suspected unauthorized uses of Your Account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of Your username and password. You shall be responsible for maintaining the confidentiality of Your username and password and You are responsible for all usage and activity on Your Account, including use of the account by a third party authorized by You to use Your Account. Any fraudulent, abusive or otherwise illegal activity may be grounds for termination by Us and referral to the appropriate law enforcement agencies.
- b) Any page that contains Sedona Marketing's links (including but not limited to The Small Business Marketing Plan), banners, or code must be written in English.
- c) As an Affiliate, you can only have one (1) account. You can list multiple domains in one account, but only one account is allowed. Self-referrals for Affiliate accounts are strictly prohibited.
- d) If any part of this Agreement or the Terms and Condition is declared void, this Agreement and the Terms and Conditions shall, to the maximum practicable extent, be construed without reference to that part. No term or provision of the Agreement shall be waived unless in writing and signed by the party waiving the provision, and any waiver shall apply only to the specific event or situation which it describes and shall not be continuing. No Affiliate may assign or sublicense this Agreement without the Program Operator's prior written consent.
- e) All legal or other fees incurred in collecting returned checks or declined credit cards or any other lack of payment related to a sale made by an Affiliate will be payable by the Affiliate. Any sums not collected from the Affiliate or Affiliate's customer are not commissionable, and any fees incurred during processing or handling of sales made by the Affiliate will be deducted in whole from any commissions due to the Affiliate. Further, in the event that the Commissions due the Affiliate are insufficient to cover any sums, the Affiliate agrees to pay the full amount to the Program Operator.
- f) IF THE FOREGOING LIMITATIONS OR THE LIMITATIONS WITHIN THE TERMS AND CONDITIONS ARE HELD TO BE UNENFORCEABLE, THE PROGRAM OPERATOR'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT TO ANY PERSON OR ENTITY SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY THAT PERSON OR ENTITY FOR THE PRODUCT, SERVICE, EBOOK OR SOFTWARE (LICENSE).
- g) To the extent You have in any manner violated or threatened to violate the Program Operator's intellectual property rights, the Program Operator may seek injunctive or other appropriate relief in any court located in Arizona, USA and You consent to exclusive jurisdiction and venue in such courts. Use of the Program Operator website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between You and the Program Operator as a result of this Agreement or use of the website, products, and/or services. The Program Operator's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of the Program Operator's right to comply with governmental, court and law enforcement determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.
- h) This Agreement shall be governed and construed in accordance with the laws of Arizona, USA applicable to Agreements made and to be performed in Arizona, USA (except for conflict of law provisions). You agree that any legal action or proceeding between the Program Operator and You for any purpose concerning this

## Sedona Marketing LLC's ~ Affiliate Agreement

Agreement or the parties' obligations hereunder, will first attempt to be resolved with the help of a mutually agreed-upon mediator. Any costs and fees (other than attorney fees) associated with the mediation will be shared equally by each party. The exclusive forum for any actions brought in connection with this Agreement shall be in the state and federal courts in and for the State of Arizona, USA and You consent to such jurisdiction. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.

- i) If it proves impossible to arrive at a mutually satisfactory solution through mediation, We agree to submit the dispute to binding arbitration at the following location: for legal actions or proceedings between the Program Operator and You, in Arizona, USA under the commercial rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.
- j) In no case shall You have the right to go to court or have a jury trial. You will not have the right to engage in pre-trial discovery except as provided in the rules; You will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the Arbitrator's decision will be final and binding with limited rights of appeal.
- k) Any cause of action or claim You may have with respect to the website, the products, the services, or the eBook(s), must be commenced within ninety (90) days after the claim or cause of action arises or such claim or cause of action is barred. The Program Operator 's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. The Program Operator may assign its rights and duties under this Agreement to any party at any time without notice to You. Use of headings in this document are for convenience only and does not identify legal boundaries or terms explicitly.
- l) The Program Operator may modify this Agreement at any time and for any reason, by updating the online posting of this Agreement (located at [www.TheSmallBusinessMarketingPlan.com](http://www.TheSmallBusinessMarketingPlan.com)) and by writing to the Affiliate at the email address listed in the Affiliate's Profile, with thirty (30) days written (emailed) notice which must be acknowledged by replying to said email. Continued participation in The Program will be contingent upon said acknowledgement. This is the ENTIRE Agreement regarding all the matters that have been discussed.
- m) The Program Operator may transfer any rights or responsibility that it may have to any person or entity whatsoever. Nothing herein shall alter or encumber the right of the Program Operator to transfer any such rights or responsibilities. Any transfer by the Program Operator shall cause this Agreement, and any other agreement then in effect (as well as any other contract between You and the transferring party) to transfer simultaneously, all without permission.
- n) Should this Affiliate Program be deemed illegal in any jurisdiction, the Program Operator has the right to immediately terminate this program, without recourse. If the Payment Processors utilized by the Program Operator determine that sales made through Affiliates cannot be processed through the Payment Processor, then the Program Operator has the right to immediately terminate this Program, without recourse. Nothing herein is intended to imply that the Program Operator will always offer any Affiliate Program, or this Affiliate Program, for all products, services, and/or opportunities sold by the Program Operator on the websites or that the Program Operator will offer any Affiliate Program whatsoever.

### LIMITED WARRANTY

The Program, its operation, its use and the results of such use shall be performed in a workmanlike manner. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SEDONA MARKETING LLC DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE, ITS USE AND THE RESULTS OF SUCH USE. WITHOUT LIMITING THE FOREGOING, SEDONA MARKETING LLC SPECIFICALLY DISCLAIMS ANY WARRANTY (A) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THAT DEFECTS WILL BE

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CORRECTED, (C) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (D) THAT THE SECURITY METHODS EMPLOYED WILL BE SUFFICIENT, OR (E) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. We will make reasonable commercial efforts to keep its transaction service operational during normal business hours. However, certain technical difficulties may, from time to time, result in temporary service interruptions. Affiliate understands and acknowledges that it is normal to have a certain amount of system downtime and further agrees not to hold Us liable for any of the consequences of such interruptions. WE SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF ANY WEBSITE OF AFFILIATE OR AFFILIATE CUSTOMER DATA FILES OR SYSTEMS OR PROGRAMS THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. MERCHANT SHALL HAVE NO LIABILITY WITH RESPECT TO MERCHANT OBLIGATIONS HEREUNDER OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF MERCHANT HAS BEEN NOTIFIED OF SUCH DAMAGES. ANY LIABILITY OF PROGRAM OPERATOR HEREUNDER SHALL BE LIMITED TO THE REVENUE EARNED BY PROGRAM OPERATOR AS A DIRECT RESULT OF THIS AGREEMENT.

### **INDEMNIFICATION AND LIABILITY**

Affiliate agrees to indemnify and hold harmless the Program Operator and the Program Operator's Founders, Henry Yuloff and Sharyn Yuloff, as individuals, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney fees) which Affiliate may be subject to or incur in connection with the Promotion to be rendered, except those claims that are judicially determined to have resulted from Program Operator's gross negligence or willful misconduct. Under no circumstances will Program Operator or its assigns be held liable for Affiliate's injury or death or any loss or damage of personal belongings or earnings resulting from its providing of the Promotion or from Affiliate's participation in any of its promotions, galas, seminars or live events ("Events") should the Affiliate attend them. Affiliate hereby accepts all risks to its health including injury or death that may result from participating in any Program Operator Events and hereby releases Program Operator and its officers, employees, interns, Affiliates, sponsors and representatives from any and all liability to his or herself and their personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to Affiliate's property and for any and all illness or injury to Affiliate's person, including death, that may result from or occur during Affiliate's participation at the Events, whether caused by gross negligence of the Program Operator or its representatives. Affiliate acknowledges and agrees to be financially responsible for any medical or legal bills that may be incurred as a result of participation in the Promotion or Events including any financial loss or emergency medical treatment. Affiliate understands that Program Operator does not give legal or financial advice and under no circumstances will be held liable for results related to the Promotion or Events.

### **LIABILITY**

The Program Operator will not be liable for indirect or accidental damages (loss of revenue, commissions, etc.) due to an Affiliate system sale tracking failures, Commission processing system failures, losses of database files or backups thereof, attacks on computing resources, computer viruses, the continued viability of Our products, any results of "intents of harm" to the program, or acts of God or Nature. The Program Operator makes no claim that the operation of the websites or the Program Operator network will be error-free nor will the Program Operator be held liable for any interruptions or errors.

In summary: You won't hold Us liable for anything. A link to a non-Sedona Marketing LLC (including but not limited to The Small Business Marketing Plan) website does not mean that We endorse or accept any

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responsibility for the content or the use of such website.

PROGRAM OPERATOR OR ITS SUPPLIERS OR RESELLERS OR MERCHANTS SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PROGRAM OR SERVICE OR ANY INFORMATION PROVIDED ON THE PROGRAM OPERATOR'S WEBSITE OR ANY OTHER HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF PROGRAM OPERATOR OR A PROGRAM OPERATOR'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE WEBSITE OR ANY HYPERLINKED WEBSITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, PROGRAM OPERATOR'S LIABILITY IS LIMITED TO THE SMALLEST AMOUNT PERMITTED BY LAW. THIS PARAGRAPH WILL SURVIVE THE FAILURE OF ANY EXCLUSIVE OR LIMITED REMEDY.

You agree that the Program Operator, although the provider of the Program, has no responsibility or liability as a result of Your placement of authorized Links from Your website, and You, and any Merchant, jointly and severally agree to indemnify, defend, and hold harmless the Program Operator and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any offer or any other matter related to this Agreement or the subject matter hereof and any dispute relating thereto.

Program Operator agrees to indemnify, defend, and hold harmless Affiliate and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to Program Operator's gross negligence or willful misconduct in performance of the Programs or its breach of this Agreement.

### **TERMINATION**

The relationship between the Parties may be terminated immediately by either party. Upon termination, it is understood that the Confidentiality and Indemnification clauses above will remain in effect in perpetuity.

### **PRIVACY POLICY**

Sedona Marketing LLC respects the privacy of its users and will not disclose personal information to third parties without the express permission of You and Your company. If You have any questions please contact [info@YuloffCreative.com](mailto:info@YuloffCreative.com).

### **NON-DISCLOSURE**

Program Operator acknowledges that in the course of this Agreement it shall have access to confidential and proprietary information ("Confidential Information") of Your company. Program Operator agrees not to disclose or disseminate the Confidential Information without Your prior express written consent. The term "Confidential Information" shall not include information that is or becomes part of the public domain through no action or omission of Program Operator, that becomes available to Program Operator from third parties without knowledge by Program Operator of any breach of fiduciary duty, or that Program Operator had in its possession prior to the



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date of this Agreement. Program Operator **does not collect information** about an Affiliate's customer transactions, other than what is passed to Us through the installed tracking code and displayed on Your own transaction reports. Any information we receive is used solely for tracking and Commission payment purposes. We reserve the right to be able to utilize this data in aggregate to analyze Program trends, monitor Program efficiencies, and perform such other analysis as We may deem appropriate in Our sole and reasonable discretion.

### OWNERSHIP AND LICENSES

You, the Affiliate, are granted a non-exclusive, limited, revocable right to use Program provided trademarks and banners. All images, technology and content provided for Your use is and shall remain the sole property of the Program Operator, and no part thereof shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, tradenames and service marks related to the foregoing shall remain the Program Operator's sole property, including rights in and to any derivatives thereof. You may not modify the trademarks, banners, the content or any of the images provided to You in any way.

We may immediately terminate Your license to use the marks if We reasonably believe that such use dilutes, tarnishes or blurs the value of Our marks. You acknowledge that Your use of the marks will not create in You, nor will You represent that You have, any right, title or interest in or to the marks other than the license granted by the Program Operator above. You will not challenge the validity of or attempt to register any of the marks or Your interest therein as a licensee, nor will You adopt any derivative or confusingly similar names, brands or marks or create any combination marks with the marks. You acknowledge Our ownership and exclusive right to use the marks and agree that all goodwill arising as a result of the use of the marks shall inure to the benefit of the Program Operator.

### REPRESENTATIONS

Program Operator makes no representations whatsoever about any other website which You may access through the Program. In addition, a link to a non-Program Operator website does not mean that Program Operator endorses or accepts any responsibility for the content or the use of such Web site.

### FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

### DEFINITIONS

"Affiliate" means an individual or business generating their own traffic and thus rewarded for legitimate sales.

Affiliate Agreement: this document

Affiliate Commission Schedule: All **commissions** are calculated against individual sales pursuant to the structure noted in the Affiliate Area of the Program Operator's site.

Affiliate ID: the unique alphanumeric code that delineates one Affiliate from another

Affiliate Links: the special URL that contains the ID or username of the Affiliate. This URL is used by the

## **Sedona Marketing LLC's ~ Affiliate Agreement**

Program Operator to track all traffic the Affiliate sends to the Program Operator's site as a part of the Affiliate Program

Affiliate's Profile: the identifiable information an Affiliate provides when registering for this Affiliate Program with the Program Operator.

Affiliate Program: The automated marketing program created by the Program Operator to enlist the help of known individuals to sell Our Retreats.

Affiliate Status: Your standing as an Affiliate in this Affiliate Program

Affiliate URL: see Affiliate Links

Associated Companies: those related companies that are owned and operated by Sharyn and Henry Yuloff, including but not limited to Promotionally Minded, Naked Book Publishing, OurMarketingGuy and Sedona Marketing Retreats

Change Notice: a notice of any changes made to this Affiliate Agreement.

Closing the Cart: the last day and time of which a Product can be sold.

"Commission" means the Payout the Program Operator sets and agrees to pay for Visitors referred to the Program Operator's website that results in a sale of a product or service. The sale could occur at the time of the visit or at a later time not to exceed thirty (30) days. If a sale occurs after thirty (30) days and the Visitor has not returned through an authorized Affiliate's site, then no Payout shall occur.

Commission Check: includes Pay Pal, Stripe, other payment processes.

Commission Event: a sale that warrants a Commission Payout to an Affiliate.

Commission Payment: see Payout

Commission Period: the space in time in which an Affiliate may earn a Commission.

Commission Rate: the percentage of money an Affiliate may earn for each sales as stated in the Affiliate Area of the Program Operator's site.

Events: as it relates to this Affiliate Agreement, an Event is also known as a Retreat, Seminar, or Bootcamp as advertised by the Program Operator.

For Cause: refers to the expiration of a contract when one side fails to act up to the terms of the contract.

Initiating Commission Event: the initial sale that caused a Commission Payment to be generated. In plain terms, this means the very first payment received from a Product Participant that triggered a Commission to be paid to the Affiliate.

Launch: The debut of a product into the market. The product launch signifies the point at which consumers first have access to a new product.

## Sedona Marketing LLC's ~ Affiliate Agreement

"Link" means a hyperlink placed on an Affiliate's site that, when clicked on, sends a Visitor through to a Program Operator's website via redirection. Links take many forms including text, a product image, buttons, banners, videos or any other format acceptable to the Program Operator.

Merchant: any 3<sup>rd</sup> party service that the Affiliate utilizes to promote their Affiliate Link

Payment Processor/ Program Operator Payment Processing System: the financial institution that the Affiliate chooses to **processes** the Commission payments due from this Program Operator.

"Payout" means the amount of sale commission Program Operator agrees to pay for an individual measurable action. The Payout is defined as either a percentage of a total sale amount, or as a set bounty (flat rate) per action.

Product: the item, service or Retreat that Program Operator is offering and selling

Program Operator: the entity that owns this Affiliate Program, also known as Sedona Marketing LLC and its Associated Companies.

Promotion: raising customer awareness of a product or brand, generating sales, and creating brand loyalty.

Promotional Period: A measure of time between listing a Product for sale and Closing the Cart.

Referred Affiliate: an Affiliate that is referred to the Program Operator by another Affiliate.

Referral Fee: the payment that is due to an Affiliate by referring another Affiliate.

Sponsoring Affiliate: the Affiliate that refers another Affiliate.

Visitor: a potential buyer that visits Program Operator's website

"VOID" means a reversal of a Payout previously earned for a sale, that is later rescinded or corrected by the Program Operator. The Program Operator may VOID transactions that are fraudulent, or in the case of returned merchandise, duplicate transactions, or other valid reasons.

We/Our/Us: other terms synonymous for the Program Operator.

You/Your/Yours: other terms synonymous for Affiliate

"Your Account" means a specific account within the Program, where Commissions are credited.

### CONTACT

Program Operator may be contacted at [info@YuloffCreative.com](mailto:info@YuloffCreative.com) or via its mailing address:

Sedona Marketing LLC  
2370 W SR89A #11-447  
Sedona AZ 86336

1-800-705-4265

## **Sedona Marketing LLC's ~ Affiliate Agreement**

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