

By signing up as an affiliate with Hay There Social Media, LLC, you agree to the following Terms of Service.

This agreement is by and between Hay There Social Media, LLC and/or their assigns and all subscribers. Unless the context requires otherwise, Hay There Social Media, LLC and/or their assigns shall be referred to as "us, we, or our" and you shall be referred to as "you, your or subscriber."

You understand that Hay There Social Media, LLC and/or their assigns does not guarantee or predict any type of profit or response from said services. Subscriber agrees to hold Hay There Social Media, LLC harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature which Hay There Social Media, LLC and/or their assigns may become subject arising out of or relating in any way to the use of the services provided under this agreement, including, without limitation, in each case attorneys' fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities.

I. Services to be Provided.

We agree to pay you certain commissions as described on our website for referral sales made by customers.

II. Termination.

We may terminate your account:

- (a) if you violate our Terms Of Service Policy;
- (b) promote Hay There Social Media, LLC in a manner that is unethical or inappropriate; or
- (c) for any reason, in our sole discretion.

III. No Warranties.

WE MAKE NO WARRANTIES TO YOU OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE HAY THERE SOCIAL MEDIA, LLC, ITS SUBCONTRACTORS AND AFFILIATES PROVIDE YOU. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE.

We shall not be liable for any damages suffered by you, whether indirect, special, incidental, exemplary, or consequential, including, by not limited to, loss of data or service interruptions, regardless of cause or fault.

We are not responsible for your lost profits or for your loss of data or information. If notwithstanding this clause we are held liable to you.

IV. Terms.

You agree:

- 1) to use our system in a manner that is ethical and in conformity with community standards;
- 2) to respect the privacy of other users (you shall not intentionally seek data or passwords belonging to other users, nor will you modify files or represent yourself as another user unless explicitly authorized to do so by that user);
- 3) to respect the legal protection provided by copyright law, trade secret law, or other laws protecting intellectual property.

If we learn of a violation or likely violation of our TERMS OF SERVICE, we will attempt to notify you. If you do not take immediate remedial action which is satisfactory to us, or in the event of a serious violation of the TERMS OF SERVICE, we reserve the right to terminate your account immediately. Every effort will be made to inform you prior to account termination, and to re-establish your account upon receiving such representations from you as we deem appropriate in the circumstances. YOUR SERVICE WILL BE TERMINATED IMMEDIATELY AND WITHOUT WARNING SHOULD YOU USE OUR SYSTEM AS PART OF ANY BULK EMAIL CAMPAIGN. You may also be subject to fines and legal actions as a result of your bulk email promotion.

V. Assignment.

This agreement is personal to you. You may not assign your rights under this agreement without our prior written consent. If you do assign your rights, as would be the case were someone other than you to use your account, you shall remain liable to us for any fees due under this agreement. We may assign this agreement at any time.

VI. Change of Terms and Conditions.

We reserve the right to change the terms and conditions of this agreement as needed. Use of our servers by you after said changes constitutes acceptance of those new terms and conditions. If you do not agree to the new terms and conditions, you may terminate this agreement in accordance with Section B.

VII. Notification of Account Changes.

You agree to provide us with such other information relating to your use of this service as we deem necessary or desirable. You agree to notify us if your email address, telephone number, billing information changes. Failure to update your account information (Paypal email address for Paypal payments, which are mandatory for affiliates), will result in withholding of payments. After 6 months of being unable to pay you, your affiliate commissions will be forfeited.

VIII. Notices.

All notices, requests, demands, and other communications under this agreement shall be in writing and shall be deemed to have been given on

the date of delivery: if delivered personally to the party to whom notice is to be given; if sent by electronic mail with a cc: to sender.

- IX. Affiliates need to be in good standing with Hay There Social Media, LLC. We will withhold affiliate commissions for 6 months only during which time your account must be in good standing, or your commissions will be forfeited.
- X. The Hay There Social Media, LLC affiliate program may exclude future products and/or programs. Not all products/services will be eligible; the affiliate must check the site to know which is eligible for commission.
- XI. Other commission terms & payment information. Commissions cannot be made on products purchased with one's own affiliate link. Hay There Social Media, LLC affiliates are paid through Paypal only.
- XII. Marketing Practices
Hay There Social Media, LLC affiliates must only use ethical marketing methods to promote our programs. We will NOT tolerate anyone promoting our programs via unsolicited email marketing (or "spam"). Additionally, you may not promote our programs via sites or use marketing methods that contain offensive content, at our discretion.
- XIII. Affiliate Link Hay There Social Media, LLC cannot be held responsible if the affiliate refers his/her affiliate link to people with computer systems that do not allow the cookies necessary to give you affiliate credit, or if they already have another affiliate's cookies on their system.
- XIV. Returns.
We occasionally get returns. If the product you received a commission on is returned, we'll deduct the paid commission from your future affiliate payment.
- XV. Email Communication
Upon creation of your affiliate account, your email will be subscribed to the Hay There Social Media email marketing database. You agree to receive occasional commercial emails. You have the ability to unsubscribe from the email marketing program.
- XVI. Promotional Access
If you become a top selling affiliate, you'll make the following available for advertising or promotional reasons: your image, name, city, and information regarding your affiliate sales.
- XVII. General Provisions. The subject headings of the articles and sections are

for convenience only, and shall not affect the construction or interpretation of any of its provisions. If any portion of this agreement is found invalid or unenforceable, that portion shall be severed and the remainder of this agreement shall remain in force. This agreement constitutes the entire agreement between us pertaining to its subject matter and supersedes all of our prior agreements, representations, and understandings. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This agreement may be executed in one or more counterparts. Each shall be deemed an original, but all of which together shall constitute one and the same instrument. If an organization is the subscriber, the individual signing up for our services represents that he or she is duly authorized to enter into this agreement on behalf of that organization. In the event of a dispute, the parties agree to submit the matter to the Community Dispute Resolution Service or any recognized Arbitration Board located within our state and county, before instituting litigation.