

## **TriVita Affiliate Terms and Conditions**

Welcome to Trivita, Inc., (“TriVita”), and congratulations on your decision to become a TriVita Affiliate, (“TA”). The enclosed Terms and Conditions contain policies that have been developed as guidelines for the AI. These Terms and Conditions is an agreement between TriVita and YOU, the applicant TA.

### **1. Obligations of the Parties:**

- a) TA shall have the opportunity to promote TriVita and its products and services according to the Terms of this Agreement.
- b) TA agrees to promote and market our products/services and may use TriVita’s promotional materials and URLs supplied or approved by TriVita. TA shall be responsible for regularly auditing any links it uses to ensure all links are fully functional. TA will notify TriVita of any malfunction to their site.
- c) TA agrees not to copy or resemble the look of TriVita’s Site. TA further agrees not to use the word TriVita in their domain name.
- d) TA agrees to conduct themselves in compliance with all applicable laws, rules and regulations. **(See full Policies & Procedures for the Affiliate Marketing Program.)**

### **2. Compensation:** TriVita shall pay commissions from the sale of products as follows:

- a. Earn 40% weekly commission off your customers’ first product order.
- b. Earn 20% monthly residual commission off every additional product order by your customers.
- c. TriVita shall have the sole responsibility for processing and shipping all orders and product returns. TA acknowledges that all agreements relating to customers orders shall be between TriVita and the customer.

### **3. Disclosures:**

- a. Pursuant to the Federal Trade Commission, (“FTC”), TA must disclose any kind of compensation or free product received by TriVita for advertising. Please review the FTC’s “Dot Com Disclosures” Guidelines at: <http://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf>: and the FTC’s Endorsement Guidelines at <http://business.ftc.gov/advertising-and-marketing/endorsements>.

### **4. Confidentiality, Ownership and Licenses:**

- a. Confidential Information. To protect all parties to include TA, ITBO, Members and Trivita, you acknowledge and agree that confidential information must be kept confidential for as long as such information is deemed by TriVita to be confidential. You understand and agree that the confidentiality obligations and the related remedies included in this section will survive the termination of your relationship with TriVita.
- b. Ownership: Each party owns and retains right, title and interest in its names, logos, trademarks, copyrights, and proprietary technology currently used or which may be developed and used in the future.
- c. TriVita grants TA a non-transferable, non-exclusive license to access its site through links established solely as set forth under the terms herein in connection with links using TriVita’s logos, trade names, and other identifying material, (collectively, “Licensd Materials”) for the sole purpose of selling TriVita products on TA site.

### **5. Claims.**

- a. TA agrees that they will not misrepresent the actual or potential income that may be earned under the TA program.
- b. When describing TriVita products, including the use of testimonials, TA agrees that any description of the products is in accordance with claims contained in official TriVita marketing materials.

6. **Privacy:** Please review our Privacy Policy, which governs your use of TriVita Services to better understand our practices.
7. **Termination:**
  - a. Parties agree upon a (30) day prior written notice, either party may terminate this Agreement.
  - b. TriVita may terminate the Agreement immediately for cause, which shall include but not limited to:
    - i. Conduct by the TA which detracts from the good of TriVita's brand and products.
    - ii. Any deviation or breach of the terms of this Agreement.

**This Agreement set forth terms of the TriVita Affiliate marketing program. For a more in-depth look at the policies of the program, please review the Policies and Procedures.**