



Partner Program Terms

Thank you for your interest in the Farmbrite Partner Program. Below, you can find our Partner Program Terms and Conditions. Please take your time to carefully read these Terms and Conditions before proceeding with your registration. By completing your registration, you indicate the acceptance of these Terms and Conditions which is a precursor for your acceptance into the Farmbrite Partner Program.

If you have any questions pertaining to these Terms and Conditions or the Farmbrite Partner Program in general, please do not hesitate to contact us at partners@farmbrite.com.

TERMS & CONDITIONS:

Please make sure that you read the entire document carefully.

This is a legal agreement between you and Surestuff, LLC, dba Farmbrite. By completing the Partner program application you agree that you have read, understand and agree to these Terms and Conditions and that you agree to be legally responsible for each and every term and condition herein.

By accepting these Terms and Conditions you also agree to our user Terms and Conditions as defined at www.farmbrite.com/terms.

Definitions:

Throughout the following document, the following definitions will apply.

Farmbrite, “we”, “us”, “our” refers to Farmbrite.com, Colorado, USA and its applicable subsidiaries, which is the designated operator of this partner program, whose terms and conditions are set out herein.

Farmbrite Partner Program (“Partner Program”) refers to the partner program operated by Farmbrite.

Partner Program Manager means the individual or individuals who have the legal authority from Farmbrite to manage and represent its interests in the Partner Program.

Partner, “you”, “your”, “yours” means the legal entity agreeing to participate in the Program, and who will legally be bound by the terms and conditions herein.

Partner Agreement refers to these Terms and Conditions of the Partner Program. This does not represent the customer referral program. Those terms and conditions are different and must be applied for separately.

Farmbrite Website(s) refers to farmbrite.com or any of its subdomains.

Partner Dashboard refers to an online location through which the Partner can manage the Partner Program and accept these Terms and Conditions.

User refers to the Partner website visitor who may or may not click a Partner link and be directed to the Farmbrite Website to purchase products from Farmbrite.

Referred or referred account is the person that the partner refers to Farmbrite and who purchases a subscription.

Commission refers to the amount earned from successful purchases on the Farmbrite Website through referral by the Partner.

Active Partner Account means any Partner account who has referred at least 1 new paid subscription in the prior 12 months.

1. Overview:

These are the complete list of Terms and Conditions for the Partner Program. The purpose of enrolling in the Partner Program is to allow you to make partner

commissions for the sales of our subscriptions originating from your promotional activities in the manner set forth herein.

2. Partner Obligations and Rules:

To enroll in the Partner program you must:

- 1.) Be 18 years of age or older
- 2.) Have legal authority to enter into this agreement and be bound by the promises, covenants, and other duties set forth herein
- 3.) Be a US citizen representing a US based organization with a valid EIN or 503(c) number
- 4.) Complete and submit the online application through Farmbrite.com
- 5.) Be enrolled and accepted by Farmbrite

2.1.Farmbrite may choose at their discretion to auto-approve your application. This does not imply that we will not re-evaluate your application at a later time. We reserve the right to reject your membership in our Partner Program at any point in time, at our sole discretion.

2.2.In the event that Partner breaches this Agreement and Farmbrite terminates this Agreement, any accrued and payable Commissions owing to Partner shall be forfeited, and Farmbrite shall not be obligated to pay such Commissions to Partner.

2.3.Partner agrees that Partner's website, service or correspondence does not contain any materials that in Farmbrites' sole discretion are considered to:

- A. Promote adult content or sexually provocative images;
- B. Includes violent, obscene, defamatory, libelous, slanderous and/or unlawful content;
- C. Promote hate speech, whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, marital

status, sexual orientation, gender identity, or language of such individual or group;

- D. Incorporate any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law;
- E. Includes “Farmbrite” or variations or misspellings thereof in its domain name and as keywords in PPC campaigns;
- F. Promote political or religious agendas and/or any known associations with hate, criminal and/or terrorist activities;
- G. Promote gambling, including without limitation, any online casino, sports books, bingo, or poker;
- H. Contain software downloads that potentially enable diversions of commission from other Partners in our program;
- I. Make representations through domain name, code, designs, imagery, video, text or otherwise that makes your website resemble the Farmbrite Website in a manner which leads customers to believe you are the Farmbrite Website, business or a legal representative of Farmbrite in any way. Creation of separate websites to solely promote Farmbrite products and services is also strictly prohibited.;
- J. Offer rebates, coupons, or other types of promised kickbacks from your Commission as an incentive;
- K. Make false claims and promote non-existing discounts, coupons, bargains or use other misleading strategies to gain traffic through the Partner links;
- L. Promote any special deal or offer in a way that contradicts the arrangement set forth by the Partner Program Manager when offering such a deal to you;
- M. Generate pop-ups, pop-unders, iframes, frames, or any other seen or unseen actions that set Partner cookies unless the user has expressed a clear and explicit interest in activating a specific savings by clicking on a clearly marked link, button or image for that particular coupon or deal. Partner Program links must direct users to the Farmbrite Website;

- N. Partners may not bid on use phrases in Google AdWords or other advertising such as Farmbrite coupon (s), Farmbrite discount (s) or other phrases implying coupons are available. Any misspellings of our brand name in combination with coupon, deal, savings or similar alterations of these words or phrases are also prohibited;
- O. Farmbrite reserves the right, at any time, to review any link placement and other promotional material and either approve or disapprove the use of your partner links and require that you change the placement of links or ask you to comply with these guidelines;
- P. The Partner is solely responsible for the maintenance and information updates on your site. For example, if Farmbrite' pricing policy changes, it will be up to the Partner to update this information. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance;

2.4 It is your sole responsibility to follow all applicable laws, regulations, government decrees, authorities' decisions and the like relating to:

- A. protection of intellectual property;
- B. marketing of goods and services;
- C. unfair business practices; and
- D. any other similar field of regulation that pertains to your website or any promotional materials on your website. If you violate any such rules of law or any third party presents any allegations or claims that pertain to information you place on your website and promotional materials you use, you will indemnify and hold Farmbrite harmless for any and all costs arising out of any such violations, allegations or claims.

2.5 Self-referrals for partner purchases are strictly prohibited. This means that you cannot refer yourself, your immediate family, a subsidiary, child organization, business unit, corporate entity or the company you work for by using your partner link. You will not

receive a Commission on any purchases made by yourself for your own use, your immediate family members or the company you work for and your acceptance into the partnership program may be revoked.

2.6. We reserve the right to remove In-Active Partner Accounts from our system if their balance is equal to or less than \$50 after a 6 month period of inactivity. In this case any accumulated commissions below \$50 (minimum payout threshold) will be forfeited.

2.7 If your account was terminated due to violations set forth in these Partner Program Terms, you may not create another account in our Partner Program and any additional benefits provided to you as a Partner will be revoked.

3. Farmbrite Rights and Obligations

3.1. We reserve the right to monitor your site at any time to determine whether you are following these Terms and Conditions. We may inform you of any changes to your site that we feel you should make, or to ensure that your Partner links to the Farmbrite Website are placed appropriately. Failure to make the changes to your site that we feel are necessary within reasonable time (within 30 days) constitutes a material breach of this Partner Agreement.

3.2. Farmbrite reserves the right to terminate your participation in the Partner Program immediately and without prior notice to you if you commit fraud or abuse this Partner Program in any way (including material breaches of this Partner Agreement and/or our terms of use). If such fraud or abuse is detected, Farmbrite shall not be liable to you for any Commissions for any fraudulent sales/sales based on abuse.

3.3. These Terms and Conditions will begin to apply to you upon our acceptance of your Partner application, and their application will continue indefinitely unless terminated hereunder.

4. Termination

4.1 Either the Partner or Farmbrite may end this Partner Agreement at any time, with or without cause, by giving the other party written notice. Written notice can be sent by email to either party.

4.2 If the Partner Agreement is terminated by either party Farmbrite shall not be liable to pay any Commission to you after the termination of the Partner Agreement.

4.3 This Partner Agreement will terminate immediately without notice upon any material breach of the Terms and Conditions by the Partner.

5. Modification

We may modify, add or remove any of these Terms and Conditions at any point in time. In such an event, you will need to comply with a revised version of these Terms and Conditions. If any modification is unacceptable to you, your only option is to end your association with the Partner Program. If you do not accept the modified Partner Program Terms within 30 days of the update, we reserve the right to terminate your Partner account.

Continued participation in the Partner Program will indicate your agreement to the changes and your adherence to any modified Terms and Conditions.

6. Commission Payment

6.1. Commissions are earned from authorized referrals that generate a purchase of an Annual Farmbrite subscription. No commissions are granted for referring existing Farmbrite users, monthly subscriptions or for revenue from recurring annual renewals. Base commissions are calculated as 15% of the gross sale amount referred by the partner.

6.2. Commission amounts per product/service sold may be changed by Farmbrite at any time. Any change to commission amounts will be communicated to partners.

6.3. Accrued commissions will be paid within 90 days of the transaction that generated the commission. No commission payment shall be made unless the total accrued unpaid commissions exceed the minimum threshold of \$50 USD. The commissions due are calculated in accordance with balances that are collected, calculated and checked by the partner program manager. Referrals that were refunded back to the referred account will reduce the amount paid to the partner.

6.4. For a Partner to receive a Commission, the Partner account must remain active.

6.4. Partner is responsible for any and all charges, fees, taxes, exchange rates, surcharges and other expenses arising out of the Partner relationship with Farmbrite including those incurred in order to receive Partner payments.

6.6. Available payment options for Commissions are PayPal, virtual VISA gift card, or wire transfer. Our primary payout option is PayPal. However, if you are planning on generating a large volume of sales, wire transfers can also be arranged by requesting this from the Partner manager. Qualifications for wire transfer payments are reviewed and decided by Farmbrite on a case by case basis. Please email us at Partners@Farmbrite.com, if you wish to discuss payment options.

6.7. Payments will only be sent for Partner purchases that have been successfully completed. Transactions that result in chargebacks or refunds will either be excluded from commissions or deducted from future commission payments.

6.8 All commissions must be approved by Farmbrite before payments are made. Commission payments can be denied by Farmbrite at any time at our sole discretion.

7. Partner Promotional Materials

7.1. You are free to promote what you deem appropriate on your own website(s), social media or other marketing channels, but any promotion that mentions Farmbrite and any associated trademarks may be perceived by the press or the public as a joint effort. You should therefore note that certain forms of advertising are always prohibited by

Farmbrite. Any promotions by Partners should never contravene promotional laws in their location.

Advertising commonly known as “spamming” is inappropriate and unacceptable to us and constitutes a material breach of this Partner Agreement. In any direct marketing messages sent by the Partner, the Partner must identify itself and its contact details and comply with relevant data privacy laws (including but not limited to information referred to in Articles 13 and 14 of the General Data Protection Regulation (EU) 2016/679).

Also, in any messages that promote Farmbrite you must clearly represent yourself and your websites as independent from Farmbrite.

7.2. Partners should not bid in their pay-per-click campaigns on keywords such as Farmbrite.com, Farmbrite, Farmbrite coupons, Farmbrite Discounts, www.Farmbrite, www.Farmbrite.com, and/or any misspellings or similar alterations of these – be it separately or in combination with any other keywords.

8. Grant of Licenses

8.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through Partner/referral links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the “Licensed Materials”) that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are in good standing of the Partner Program. You agree that all uses of the Licensed Materials will be on behalf of Farmbrite and the goodwill associated with it will ensure the sole benefit of Farmbrite.

8.2. Each party agrees not to use the other’s proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in any negative light.

8.3 Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Partner Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

12. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Partner Agreement which is marked “Confidential,” will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

13. Miscellaneous

13.1. You certify that you are an independent contractor, and as such, nothing in this Partner Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Farmbrite. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or any other website or otherwise, that reasonably would contradict anything in this Section.

13.2 The parties note that the Partner is free to determine the essential means of processing personal data relating to its Partner marketing activities. For instance, whether or not the Partner targets any identified or identifiable natural persons as a part of its marketing efforts, or otherwise processes personal data for Partner marketing purposes, is solely determined by the Partner. As a consequence, the Partner serves as a data controller with regard to any personal data processed by it for the purpose of the conclusion and performance of this Partner Agreement.

The Partner undertakes to process personal data only in accordance with the applicable data protection laws, including but not limited to the General Data Protection Regulation

(GDPR) (EU) 2016/679. Any material breach by the Partner of the applicable data protection laws is considered as a material breach of this Partner Agreement.

13.3. Neither party may assign its rights or obligations under this Partner Agreement to any third party, except to a party who obtains all or substantially all of the business or assets of a party to this Partner Agreement.

13.4. This Partner Agreement shall be governed by and interpreted in accordance with the laws of the United States of America without regard to the conflicts of laws and principles thereof. Any disputes relating to or arising out of this Partner Agreement shall be resolved by the District Court of Boulder Colorado as the court of first instance.

13.5. You may not amend or waive any provision of this Partner Agreement.

13.6. This Partner Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written with the exception of terms as defined in our general user terms of use found at www.farmbrite.com/terms.

13.7. The headings and titles that are contained in this Partner Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Partner Agreement.

13.8. If any provision of this Partner Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this Partner Agreement shall have full force and effect.

13.9 The Partner Agreement is an electronic contract that sets out the legally binding terms of your participation in the Farmbrite Partner program. You indicate your acceptance of this Partner Agreement and all of the terms and conditions contained or referenced in this Partner Agreement by completing the Partner Program

application/signup process. This action creates an electronic signature that has the same legal force and effect as a handwritten signature.