

## **WATERWISE AFFILIATE AGREEMENT**

Revised September 1, 2021

This agreement describes the terms and conditions for participation in the Waterwise Affiliate Program. The terms "Affiliate," "you," and "your" are referring to you, the applicant. "WWI", "We", and "our" refer to Waterwise Inc.

We are independent parties and this agreement will not form any partnership. This application/ agreement is between Waterwise Inc (WWI) and the undersigned applicant only. This is the only "Affiliate" agreement between the two parties and supercedes all previous agreements written and/ or verbal. This agreement shall be governed by the laws of the state of Florida and is subject to the following terms and conditions.

### **AGREEMENT DURATION**

This agreement will begin upon our acceptance of your affiliate application and will end when terminated by either party.

Termination may happen at any time, with or without cause, by giving the other party written notice of termination.

### **MODIFICATION**

By posting a Change Notice or a new agreement on this site, we may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but not be limited to, changes in the scope of available referral fees, fee schedules, payment procedures and Program rules. If any of the modifications are unacceptable to you, your only recourse is to terminate this Agreement. If you continue participation in the program following the posting of a Change Notice or new agreement, it will be considered as your acceptance of the change.

### **COMMISSION FEES**

The undersigned Affiliate is at all times an independent contractor and must not act or represent themselves as an employee or agent of WWI. Annual commissions paid to the Affiliate that exceed \$600.00 will be documented at year-end and an IRS 1099 form will be provided to the IRS and the Affiliate by WWI.

WWI is not liable for any product claims or statements made by the Affiliate that do not adhere to the approved product claims on the Waterwise.com web site.

The "Affiliate Code" issued to the Affiliate is at all times the property of WWI and upon termination or expiration of this agreement may be discontinued or re-assigned.

The assigned Affiliate Code and appropriate advertising may be used by the Affiliate to generate sales of Waterwise products and earn Affiliate commissions. You will receive 15% of the revenue as a commission from orders placed through your Affiliate links to our site.

Affiliate customer cookies will be valid for 90 days, so repeat visitors that do not come directly from your site will still count towards your commissions if the cookie is not otherwise removed by the user.

For a sale to generate a commission, the customer must follow the link from your site to our site, purchase WWI Product(s) using our online ordering system, accept delivery of the item at the shipping destination, and remit full payment to us.

It is understood that the assigned Affiliate code is WWI's only way of calculating commissions due to the Affiliate and therefore only sales using this Affiliate code or through the approved URL link(s) will be considered generated by the undersigned Affiliate.

Commissions can only be earned between the acceptance of the Affiliate application and notice of termination. Commissions will be paid by WWI, by the 20th of the month, for the previous month's sales. Any returned checks, charge-backs, or fees from a returned order will be adjusted in the following fee payment. If no fee payment is due, a billing invoice for the amount will be issued.

## **ORDER PROCESSING**

The Waterwise Affiliate Program will be solely responsible for processing every order placed by a customer on the Affiliate site. Customers who purchase products and services through the Waterwise Affiliate Program will be deemed to be customers of Waterwise Inc. Prices and availability of our products and services may vary from time to time. Waterwise policies will always determine the price paid by the customer. We reserve the right to reject any order that does not comply with our rules, operating procedures and policies.

## **WEBSITE RESTRICTIONS**

Waterwise Inc. reserves the right not to accept any site into the Waterwise Affiliate Program based on site content. Sites that Do Not Qualify for the Waterwise Affiliate Program include sites such as sites that:

- Promote sexually explicit materials
- Promote violence and discord
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote illegal or questionable activities
- Violate intellectual property rights
- Will cause harm to the image or marketability of WWI products

## **UNSOLICITED COMMERCIAL E-MAIL (Spam)**

The Waterwise Affiliate Program in no way participates in mass unsolicited e-mailing (i.e. spamming), and all Affiliates are expected to adhere to this policy as well. Violation of this policy will result in the termination of this contract and immediate dismissal from the Waterwise Affiliate Program.

## **DISCLAIMER**

We make no express or implied warranties or representations with respect to the Waterwise Affiliate Program or your potential to earn income from the Waterwise Affiliate Program. In addition, we make no representation that the operation of our site or the Affiliate Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or down time.

This Agreement will be governed by the laws of the United States without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the courts located in Lake County, Florida, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

By submitting this Waterwise Affiliate Application, you acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.