



Tusi Lifestyle Affiliate Marketing Program Agreement

FOREWORD

As a young and growing company, our affiliates are very important to us. We do our best to treat you with the fairness and respect you deserve. We simply ask the same consideration of you in return. We have written the following affiliate agreement with you in mind, as well as to protect our company's good name. So please bear with us as we take you through this legal formality.

If you have any questions, please don't hesitate to let us know. We are strong believers in straight-forward and honest communication. For quickest results please email us at affiliates@tusilifestyle.com.

Thank you and kind regards,
Tusi Management

AFFILIATE AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS. A COPY OF THIS AGREEMENT IS ALSO AVAILABLE AT <https://www.tusilifestyle.com/affiliates.html>.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND TUSI LIFESTYLE, INC. (DBA TUSI LIFESTYLE).

BY SIGNING THIS AGREEMENT YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

1. Overview

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in Tusi Lifestyle's Affiliate Marketing Program. The purpose of this Agreement is to allow the creation of online content by you on online platforms used by you (such as your Instagram or Facebook account, your website, etc.) promoting Tusi Lifestyle's products, services, websites, and/or other offerings, and to allow HTML linking between the online platforms used by you and the Tusi Lifestyle website. Please note that throughout this Agreement, "we", "us", and "our" refer to Tusi Lifestyle, and "you", "your", and "yours" refer to the affiliate submitting this signed document.



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2. Affiliate Obligations

2.1. To Begin the enrollment process, you will complete and submit the online application located at <https://www.tusilifestyle.com/affiliates.html>. We may accept or reject your application and we reserve the right to re-evaluate your application at a later time should it be accepted. We may reject your application at our sole discretion. We may cancel your application if we determine that the promotion services provided by you are unsuitable for our Program, including if it:

2.1.1. Promotes sexually explicit materials

2.1.2. Promotes violence

2.1.3. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

2.1.4. Promotes illegal activities

2.1.5. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

2.1.6. Includes variations or misspellings of “Tusi Lifestyle”, “Tusi”, our website(s) and their website addresses, products, product names, product descriptions, or anything that we offer.

2.1.7. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion

2.1.8. Contains software downloads that potentially enable diversions of commission from other affiliates in our program

You may not create or design your website or any other website or platform that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads visitors and/or customers to believe that you are Tusi Lifestyle or any other affiliated business.

2.2. As a member of Tusi Lifestyle’s Affiliate Marketing Program, you currently do not have a self-accessible online site or portal to keep track of your sales and income. We will inform you once such a site has been developed for use by affiliates. Until such a site is developed by Tusi Lifestyle, you agree to receive regular sales and earnings updates by us via email, as well as regular payment confirmations at the end of every payment period. We will provide you with a unique “Referral ID” (also referred to as a “Promo Code”) which when used by customers during the transaction checkout process on our website, will credit the sale to you, as well as assist us in accounting for your sales and earnings. If a customer does not use your unique Referral ID during the website transaction checkout process, we cannot attribute that sale to you.



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2.3. Tusi Lifestyle reserves the right, at any time, to review the content created or curated by you as it relates to Tusi Lifestyle and approve or disapprove its use and require that the content be removed or changed to comply with our brand image, campaign direction, or the guidelines provided to you.

2.4. The maintenance and the updating of online platforms that you operate will be your responsibility. We may monitor your platforms as we feel necessary to ensure that they are up-to-date and to notify you of any changes that we feel should enhance your performance.

2.5. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to the platforms you operate. You must have express permission to use any person's or organization's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

3. Tusi Lifestyle Rights and Obligations

3.1. We have the right to monitor online platforms that you operate at any time to determine if you are following the terms and conditions of this Agreement or terms and conditions expressed by us to you elsewhere in other forms of writing. We may notify you of any changes to the platforms you operate that we feel should be made, or to make sure that your content as related to Tusi Lifestyle is appropriate and to notify you further of any changes that we feel should be made. If you do not make the changes to your content or platforms operated by you that we feel are necessary, we reserve the right to terminate your participation in the Tusi Lifestyle Affiliate Marketing Program.

3.2. Tusi Lifestyle reserves the right to terminate this Agreement and your participation in the Affiliate Marketing Program immediately and without notice to you should you commit fraud in your use of the Affiliate Marketing Program or should you abuse this program in any way. If such fraud or abuse is detected, Tusi Lifestyle shall not be liable to you for any commissions for such fraudulent sales activity.

3.3. This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated hereunder.



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4. Termination

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail or email. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

5. Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such an event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and Tusi Lifestyle's Affiliate Marketing Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in Tusi Lifestyle's Affiliate Marketing Program following the posting or notification of the change notice or new Agreement on our site will indicate your agreement to the changes.

6. Payment

Tusi Lifestyle uses various methods to handle all of the sales tracking and payment. The sales tracking data relevant to your unique Referral ID or Promo Code will be shared with you in a timely manner. Tusi Lifestyle uses third parties to handle payment. These third parties include but are not limited to PayPal Inc. and bank/wire transfers. Please kindly review the terms and conditions of your use of PayPal Inc.'s services as well as the terms and conditions of your use of your banking institutions services.



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7. Promotion Restrictions

7.1. You are free to promote your own websites or platforms operated by you, but naturally any promotion that mentions Tusi Lifestyle could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by Tusi Lifestyle. For example, advertising commonly referred to as “spamming” is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain names, platforms operated by you, or your return email address. You may use mailings to customers to promote Tusi Lifestyle so long as the recipient is already a customer or subscriber of your websites or services, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote Tusi Lifestyle so long as the newsgroup specifically welcomes commercial messages. At all times, you must clearly represent yourself and your websites and platforms operated by you as independent from Tusi Lifestyle. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the Tusi Lifestyle Affiliate Marketing Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

7.2. Affiliates that among other keywords or exclusively bid in their Pay-Per-Click campaigns on keywords such as Tusi Lifestyle, Tusi, or any related terms, and/or misspellings or similar alterations - be it separately or in combination with other keywords - and do not direct traffic from such campaigns to their own website or platforms they operate prior to redirecting it to ours, will be considered trademark violators, and will be banned from the Tusi Lifestyle Affiliate Marketing Program. We will do everything possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violators from our affiliate program without prior notice, and on the first occurrence of such PPC bidding behaviour.

7.3. Affiliates are not prohibited from keying in prospect’s information into the lead forms as long as they prospects’ information is real and true, and these are valid leads (i.e. sincerely interested in Tusi Lifestyle’s products or services).



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7.4. Affiliates shall not transmit any so-called “interstitials”, “Parasiteware”, “Parasitic Marketing”, “Shopping Assistance Application”, “Toolbar Installations and/or Add-ons”, “Shopping Wallets” or “deceptive pop-ups and/or pop-underers” to consumers from the time they consumer clicks on a qualifying link until such time as the consumer has fully exited Tusi Lifestyle’s website (i.e. no page from our site or any Tusi Lifestyle content or branding is visible on the end-user’s screen). As used herein a. “Parasiteware” and “Parasitic Marketing” shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non-affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing pop-ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to Google, MSN, Yahoo, Bing and other similar search or directory engines); (c) set commission tracking cookies through loading of Tusi Lifestyle websites in IFrames, hidden links and automatic pop-ups that open Tusi Lifestyle’s websites; (d) targets text on websites, other than those websites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of affiliate banners with any other banners, other than those that are on websites 100% owned by the owner of the application.

8. Grant of Licenses

8.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML 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 a member in good standing of Tusi Lifestyle’s Affiliate Marketing Program. You agree that all uses of the Licensed Materials will be on behalf of Tusi Lifestyle and that good will associated therewith will inure to the sole benefit of Tusi Lifestyle.

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



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9. Disclaimer

TUSI LIFESTYLE MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTIES REGARDING TUSI LIFESTYLE SERVICE AND WEBSITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF TUSI LIFESTYLE ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

10. Representations and Warranties

You represent and warrant that:

10.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

10.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;

10.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

11. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL TUSI LIFESTYLE'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.



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12. Indemnification

You hereby agree to indemnify and hold harmless Tusi Lifestyle, and its subsidiaries, affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgements, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

13. 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 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.

14. Miscellaneous

14.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Tusi Lifestyle. 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 site or platforms that you operate or otherwise, that reasonably would contradict anything in this Section.

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

14.3. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, Canada, without regard to the conflicts of laws and principles thereof.



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14.4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

14.5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

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

14.7. If any provision of this 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 agreement shall have full force and effect.

By signing I acknowledge and agree that I have received, read and understand the Tusi Lifestyle Affiliate Marketing Program Agreement in its entirety. I further agree to abide by the Agreement's terms.

Date (DD/MM/YYYY): _____

Full name (please print): _____

Signature: _____