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## **Affiliate Program Agreement**

This Agreement contains the complete terms and conditions that apply to your participation as an affiliate (herein known as You or Affiliate) in the **Wildlife Analytical Laboratories at DeerAge.com** (herein known as We or Merchant) affiliate program as well as the establishment of links from your affiliate website to our site “DeerAge.com”

### **1. Enrollment in the Affiliate Program**

- a. Upon filling out the online application form for the affiliate program we the merchant will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. We the merchant may reject your application if we determine, in our sole discretion, that your site/social media account(s)/platform is unsuitable for our Affiliate program for any reason.
- b. If we, the Merchant, reject your application, you as the perspective Affiliate are welcome to reapply at any time.

### **2. Promotion of our Affiliate Relationship**

Upon approval as an affiliate, we the Merchant will make available to you the Affiliate a variety of graphic and text links which, subject to the terms and conditions hereof, you may display as often and in as many areas on your online platforms as you desire. The links will serve to identify your site as a member of our Affiliate program and will establish a link from your affiliate site to our Merchant site.

### **3. Responsibility of Wildlife Analytical Labs (DeerAge.com)**

We, Wildlife Analytical Laboratories, the merchant, will be responsible for providing all information necessary to allow you to make appropriate links from your Affiliate site to our Merchant site. We, the merchant will be solely responsible for processing every order by a customer following the special link from your site for tracking, volume and amount of sales generated by your site, and for providing information to affiliates regarding sales statistics. We, the merchant will be responsible for order entry, processing, payment processing, cancellations and related customer service.

### **4. Responsibility of the Affiliate Site/Social Media site**

The affiliate will, at its sole cost and expense, design, develop and maintain the Affiliate’s site.

- a. Affiliate agrees to remain active in promoting DeerAge aging services at any opportune moment on the affiliate site/social media site.
- b. **Wildlife Analytical Laboratories at DeerAge.com** requires the Affiliate to make two public mentions per year about our aging services and the importance of



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aging game at DeerAge and may request proof of such mentions at any time after the first year the agreement is in effect.

- c. Affiliate agrees to uphold the importance of aging game animals via the cementum annuli method at DeerAge and always insist that the molar wear technique is not a valid form of aging game animals due to the proven inaccuracy.
- d. Affiliate agrees not to include **Wildlife Analytical Laboratories at DeerAge.com** in any post, tweet or article that contains any political connotation or vulgarity, and such mention would be terms for termination.

## **5. Rights and Permissions**

Each party hereby grants to the other the non-exclusive, non-transferable, non-assignable right during the term of this agreement to use (i.e. to copy, transmit, distribute, display and perform both privately and publicly) the links and icons, their respective names and site names and any other related textual and graphic materials that are provided by such party to the other for the express purpose of inclusion on the other's site, but only for the specific purposes authorized in this agreement. Each party authorizes the other to refer in its advertising and promotion to the fact that each site is accessible through the other so long as any such statement:

- a. Does not state, suggest or imply in any way that either party sponsors, authorizes and/or is the source of origin of the other's site; and
  - b. Does not disparage the other party, its products, its services or affiliates
- All use of the other party's rights, property or materials will inure to the benefit of the other party and no such use will create any right, title or interest in them for the user.

## **6. Obligations between Affiliate and Merchant Non-Exclusivity:**

The relationships specified in this agreement are non-exclusive. Affiliates shall be entitled to display links to sites of other merchants on the Affiliate's site and merchant shall be entitled to make the Merchant's site available through online services other than that of the Affiliate.

## **7. Commission Determination**

- a. Wildlife Analytical Labs (DeerAge.com) will pay the Affiliate a commission which will be determined upon approval based on the following factors; site traffic, social media following, TV/radio rankings and other exposure factors. The rate will be given to the Affiliate upon approval.
- b. The Affiliate will deem to have earned the commission if the order is placed online pursuant to a referral link.
  - i. Whether the visitor placed an order using the Affiliate's link to "DeerAge.com/affiliate link"



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- ii. Or placed the order directly on the merchant's website but only if order occurs within a period of 90 days starting from the visitor's first referral and as long as the visitor has not been referred to DeerAge.com by another Affiliate in the meantime.
- c. It is agreed that the client cannot be a previous client of **Wildlife Analytical Laboratories at DeerAge.com**
- d. The commission which will be paid by **Wildlife Analytical Laboratories at DeerAge.com** to the affiliate is based upon the sales price of the product (tooth kit, certificate, other merchandise) actually paid by the client.
- e. It is agreed that charge backs, applicable sales, use or other similar taxes and delivery and drop-off charges, when applicable, are not subject to a commission.

#### **8. Commission Payments**

- a. The Affiliate will deem to have earned the commission once the payment from the customer has been collected in full.
- b. Payments will be made by the Merchant on the first of every month and the Merchant will digitally pay the commission through PayPal to the PayPal email on file. This email can be edited at any time in the Affiliate's account. Should the Affiliate's commission payments require the Merchant to file any tax forms, the Affiliate agrees to provide the merchant with all information necessary (such as the Affiliate's social security or tax I.D. number upon request. The merchant has the right to discontinue the Affiliate's participation in the Affiliate Program and withhold any moneys payable should Affiliate fail to provide this information upon request.
- c. Affiliates will be able to log into their affiliate account at any time and view any sales that have come through on their affiliate account, as well as see all payments.

#### **9. Governing Law**

- a. This agreement is made in, governed by and will be construed solely in accordance with, the internal laws of the State of Montana. This will occur notwithstanding and without reference to rules governing choice of laws. The Affiliate may not assign this agreement by operation of law or otherwise, without the Merchant's 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. The Merchant's failure to enforce the Affiliates strict performance of any provision of this agreement will not constitute a waiver of the Merchant's right to subsequently enforce such a provision or any other provision of this agreement.



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- b. This agreement supersedes all prior communications or understandings between Affiliate and Merchant, and constitutes the entire agreement between the parties, with respect to the matters herein. This agreement cannot be changed in any way except by writing signed by the party against which the enforcement of the charge is sought.

#### **10. Independent Contractors**

The Affiliate and Merchant are deemed to be independent contractors under this agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship between the Affiliate and Merchant. Neither party has the authority to enter into agreements of any kind on behalf of the other party.

#### **11. Policies and Pricing**

Customers who purchase merchandise such as tooth kits, certificates, plaques, other merchandise through the affiliate program will be deemed to be customers of **Wildlife Analytical Laboratories DeerAge.com**. Accordingly, all of our rules, policies and operating procedures concerning customer orders, customer service, and product and service will apply to all customers. We may change our pricing, policies and operating procedures at any time.

#### **12. Obligations between Affiliate and Merchant**

- a. Each party owns and shall retain rights, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including , without limitation those names, logos, trademarks, service marks, trade dress copyrights and proprietary technology currently used or which may be developed and used in the future.
- b. **Wildlife Analytical Laboratories at DeerAge.com** grants Affiliate a revocable, non-exclusive working license to use, reproduce and transmit the name, logos, trademarks, service marks, and trade dress on Affiliate's sites/social media for the purpose of creating links from Affiliates site to **Wildlife Analytical Laboratories at DeerAge.com's** site. Except as expressly set forth in the agreement or permitted by applicable law, Affiliate may not copy, distribute, move, reverse engineer or create derivative works from the same. Affiliate may not license, assign or transfer any such licenses for the use of the same and any attempt at such sublicense, assignment is void.
- c. Affiliate grants **Wildlife Analytical Laboratories at DeerAge.com** a non-exclusive, worldwide royalty-free license to use, reproduce and transmit any graphic or banner ad submitted by Affiliate solely for co-branding purposes or as a return link from **Wildlife Analytical Laboratories at DeerAge.com's** site to Affiliate's site. Wildlife Analytical Laboratories at DeerAge.com will remove such graphic or banner ad upon Affiliate's request.



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### **13. Obligations Regarding Your Site**

We **Wildlife Analytical Laboratories at DeerAge.com** disclaim all liability for all materials and information on your site. You agree to indemnify and hold us harmless from all claims, damages and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance and contents of your site

### **14. Disclaimers**

We, **Wildlife Analytical Laboratories at DeerAge.com** will not be liable for indirect, special or consequential damages, or any loss of revenue, profits or data, arising with connection with this agreement of the Affiliate or Affiliate Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this agreement and the Affiliate Program will not exceed the total commissions paid or payable to you under this agreement.

### **15. Term and Termination**

- a. This agreement is an agreement at will. It begins on the date Wildlife Analytical Laboratories at DeerAge.com enrolls the affiliate into its affiliate program and may be terminated at any time with or without cause, by either party on no less than 30 days written notice in the instance that terms have not been violated. Should terms be violated to the extreme that the Affiliate does anything that doesn't reflect the code of ethics upheld by **Wildlife Analytical Laboratories at DeerAge.com** the agreement will be terminated immediately without notice and final payment made upon termination.