

## **LEXLI INTERNATIONAL AFFILIATE PROGRAM**

### **TERMS & CONDITIONS**

**Updated 04/24/2017**

*Please read our Affiliate Program Terms and Conditions carefully before you join and begin participating in the Program. By clicking "I agree," you are agreeing to be bound by the following Terms and Conditions. Each Affiliate is responsible for assuring that its employees, agents and contractors comply with these terms and conditions.*

### **DEFINITIONS**

As used in the below Terms: (i) "We", "us" and "our" refers to Lexli or Lexli International Inc.; (ii) "you" or "your" refers to the Affiliate; (iii) "our website" refers to the Lexli brand website which includes but is not limited to [www.lexli.com](http://www.lexli.com); (iv) "your website" refers to any websites that you will link to our website; (v) "Program" refers to the Lexli International Affiliate Program.

### **ACCOUNT TERMS**

- 1. You must be 18 years or older to be part of this Program.**
- 2. You must live in the United States to be a part of this Program.**
3. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
4. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
5. Your login may only be used by one person – a single login shared by multiple individuals is not permitted. You may create separate logins for as many people as you'd like.
6. You are responsible for maintaining the security of your account and password. Lexli International cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
7. You are responsible for all content posted and activity that occurs under your account (even when content is posted by others who have accounts under your account).
8. One person or legal entity may not maintain more than one account.
9. You may not use the Affiliate Program for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

### **ENROLLMENT**

After receiving your application, we will notify you of your acceptance or rejection into our Program. Please allow up to 72 hours during business days/hours for your application to be reviewed. We reserve the right to reject any application. In the event that your application is not accepted, we encourage you to contact us if

you feel we have made an incorrect decision. Including any and all of the websites that you may use in your profile will help us make a more accurate decision.

### **LINKS/GRAPHICS ON YOUR SITE, IN EMAILS, VIA SOCIAL MEDIA AND/OR OTHER COMMUNICATIONS**

Upon registration in the Lexli Affiliate Program, you will be assigned a unique Affiliate Code. You are permitted to place links, banners, or other graphics we provide via the Lexli Affiliate portal (<https://lexli.postaffiliatepro.com>), along with your Affiliate Code, on your website, in your emails, on social media, or in other communications. We will provide you with guidelines, link styles, and graphical artwork to use in linking to our website. We may change the design of the artwork at any time without notice, but we will not change the dimensions of the images without proper notice.

To permit accurate tracking, reporting, and referral fee accrual, we will provide you with unique link formats to be used in all links between your site and the Lexli site. You must ensure that each of the links between your site and the Lexli site properly utilizes such unique link formats. You will earn referral fees only with respect to sign-ups on the Lexli website occurring directly through your unique link; we will not be liable to you with respect to any failure by you, or someone you identify to use these unique links, to incorrectly type your Affiliate Code, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement.

Posts on social media platforms must follow these general guidelines:

1. You *are ALLOWED* to promote Lexli products to your own online friends and followers; more specifically, you are welcome to use your Affiliate links on your own social media pages. For example: You may post, "10% off AloeGlyC® at Lexli through Wednesday with code AGC10" along with your Affiliate link.
2. You *are PROHIBITED* from posting your Affiliate links on Lexli International's social media company pages in an attempt to turn those links into Affiliate sales.
3. You *are PROHIBITED* from running ads on social media with Lexli Inc.'s trademarked company name and brand names.

## **WEBSITE RESTRICTIONS**

Your participating website(s) may not:

1. Infringe on the intellectual property, publicity, privacy or other rights of Lexli International or any other party.
2. Violate any law, rule or regulation.
3. Contain any content that is threatening, harassing, defamatory, obscene, harmful to minors, or that contains nudity, pornography or sexually explicit materials.
4. Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information.
5. Contain software or use technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate commissions from another website.

## **LINKING TO OUR WEBSITE**

Upon acceptance into the Program, links will be made available to you through the Affiliate portal (<https://lexli.postaffiliatepro.com>). Your acceptance in our program means you agree to and abide by the following.

1. You will only use linking code obtained from the Lexli Affiliate portal without manipulation.
2. All domains that use your Affiliate link must be listed in your Affiliate profile.
3. Your website will not in any way copy, resemble, or mirror the look and feel of our website. You will also not use any means to create the impression that your website is our website or any part of our website including, without limitation, framing of our website in any manner.
4. You may not engage in cookie stuffing or include pop-ups, false or misleading links on your website. In addition, wherever possible, you will not attempt to mask the referring url information (e.g. the page from where the click is originating).
5. Using redirects to bounce a click off of a domain from which the click did not originate in order to give the appearance that it came from that domain is prohibited.

If you are found redirecting links to hide or manipulate their original source, your current and past commissions will be voided or your commission level will be set to 0%. This does not include using "out" redirects from the same domain where the affiliate link is placed.

## **DOMAIN NAMES**

Use of any of our trademarked terms as part of your website's domain or sub-domain is strictly prohibited (e.g. lexli.website.com or [www.lexli-coupons.com](http://www.lexli-coupons.com)).

## **KEYWORD BIDDING**

Branded terms that are off limits to Affiliates include, but are not limited to:

- ! Lexli
- ! Lexli International
- ! Lexli International, Inc.
- ! Lexli aloe skin care
- ! Lexli skin care
- ! Lexli deals
- ! Lexli offers
- ! Lexli coupon
- ! www.lexli.com
- ! Lexli acne
- ! AloeGlyC
- ! AloeGlyC exfoliant

## SEARCH ENGINE LINKS

Affiliates utilizing search engine marketing and/or pay-per-click campaigns are not authorized to link directly to the Lexli website through search engines; this refers to PPC keyword or text ad destination URLs, as well as display URLs. Links within search engines must direct visitors to the publisher's website, without redirects, and not to Lexli International. Affiliates are not authorized to use the URL of Lexli International or any variation thereof within their offline or online pay-per-click advertising. Affiliates are only allowed to link and promote their own website/brand through search engines, not that of Lexli.

## COUPON GUIDELINES

If you are enrolled in our Program and you would like to promote the coupon codes we offer in the Program, you must adhere to our Coupon Guidelines as follows:

1. *You may ONLY* advertise coupon codes that are provided to you through the Affiliate Program or that are displayed on our website(s).
2. Posting any information about how to work around the requirements of a coupon/promotion (e.g. first time customers) will result in removal from the program.
3. Coupons must be displayed in their entirety with the full offer, valid expiration date, code and any fine print we provide.
4. *You may NOT* use any technology that covers up the coupon code and generates the affiliate click by revealing the code(s).
5. *You may NOT* advertise coupon codes obtained from our non-Affiliate advertising, customer e-mails, paid search, or any other campaign.
6. *You may NOT* give the appearance that any ongoing offer requires clicking from your website in order to redeem. For example, if all items on the site have free shipping over \$100, you may not turn this into an offer that infers the customer must click from your site to get this deal.
7. On click-through, you must link directly to our website. Framing of our website is strictly prohibited.
8. Cookie Stuffing/Forced Clicks: You must not mislead customers into clicking on an offer or coupon that does not exist or practice similarly deceptive tactics that are generally known as "cookie stuffing or forced clicks." These include, but are not limited to:
  1. Using knowingly expired offers or presenting offers that do not exist or are not affiliate offers.
  2. Making claims that a user must click on a link first to activate or receive an offer.
  3. Presenting a button that claims to show all offers while setting the Affiliate cookie in the background.

4. Using technology that generates a click or sets the cookie from the action of copying a coupon code or through a pop under.

## **COUPON ATTRIBUTION & AUTHENTICATION**

Affiliates whose primary business is posting coupons and/or who are viewed by the program as being a coupon site, will not be paid commission for any sales generated without a corresponding valid coupon code. Valid codes are defined as codes that are made available to the Affiliate channel in general, to that Affiliate directly/privately, or short-term site-wide offers. Coupon codes that are not real, expired, not specific (e.g. up to 40% off) or are long-term site-wide offers (e.g. free shipping on orders \$50+) that do not require a code are not considered valid codes and the Affiliate will not be given commission on these orders.

## **EXISTING CUSTOMERS EXCLUSION**

We reserve the right to withhold any commissions generated by referrals that are identified as existing Lexli customers. Existing Customers are defined as (i) any individual or entity that has previously purchased Lexli products or services directly from Lexli or (ii) any individual or entity that has an existing business relationships with Lexli.

## **COMMISSIONS**

For a product sale to be eligible to earn a commission, the customer must click-through a unique link directly or from your site, email, social media post, or other communications to the Lexli website. Because we utilize cookies to create relationships between you and the customers you drive to our site, if a customer does not purchase during their initial session but visits the Lexli website directly within 30 days and purchases, you will still receive credit for the sale. Additionally, you will receive credit for all future sales made by that customer.

The current commission chart may be found at: <http://www.lexli.com/Affiliate-program-terms.html>. The commission structure is subject to change at our discretion. We will notify all Affiliates 30 days prior to a commission structure change. Commissions earned under the previous structure will be paid under the previous structure. Commissions under the new structure will be paid under the new structure.

We will only pay commissions on links that are automatically tracked and reported by our systems. We will not pay commissions if someone says they signed up or someone says they entered a referral code if it was not tracked by our system. We can only pay commissions on business generated through properly formatted unique links that were automatically tracked by our systems.

We reserve the right to disqualify commissions earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods.

## **RETURNS**

In the event that a customer cancels an order or requests a refund for a transaction for which you have earned commissions, any commissions earned on the amount canceled or refunded will be deducted from your Affiliate balance.

## **PAYMENTS**

Payments will be made only when you've earned a minimum of \$100 in Affiliate commissions. If your Affiliate account never crosses the \$100 threshold, your commissions will not be realized or paid. We are only responsible for paying accounts that have crossed the \$100 threshold. As long as your current affiliate earnings have reached the \$100 threshold, you will be paid on the by the 30<sup>th</sup> day of each month. Commissions are ONLY paid in US Dollars and only by PayPal or check. We will not issue credits to credit cards or send cash.

## **IDENTIFYING YOURSELF AS A LEXLI AFFILIATE**

You may not issue any press release with respect to this Agreement or your participation in the Program; such action may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, say you develop our products, say you are part of Lexli International, or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

You may not purchase products through your Affiliate links for your own use. Such purchases may result in the withholding of commissions and/or termination of your Affiliate account.



## **CUSTOMER DEFINITION**

Customers who buy products through this Program will be legally considered the customers of Lexli International. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect Products that you have listed on your site, you should not display product prices on your site. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

## **ADVERTISING/PUBLICITY RELATED TO LEXLI AFFILIATE PROGRAM**

Affiliates may use the links, ad banners, graphics and logos provided via the Affiliate portal located at <https://lexli.postaffiliatepro.com>. These creative materials may only be used by approved Affiliates on their own websites, social media pages and emails, not within search engines or pay-per-click campaigns. Use of any other content (images, logos, text or screenshots) from our website without prior written approval is strictly prohibited.

You shall not create, publish, distribute, or print any written material that makes reference to our Program without first submitting that material to us and receiving our prior written consent. If you intend to promote our Program via e-mail campaigns, you must submit the intended e-mail to us for approval prior to being sent and adhere to the following:

1. Abide by the CAN-SPAM Act of 2003 (Public Law No. 108-187) with respect to our Program.
2. E-mail must be sent on your behalf and must not imply that the e-mail is being sent on behalf of Lexli International Inc.

## **OPERATIONS OUTSIDE UNITED STATES**

If you are conducting business in or taking orders from persons in other countries, you will follow the laws of those countries. For example, you will comply with the European Union's Privacy and Electronic Communications Directive if you are conducting business in or taking orders from persons in one or more of the European Union countries. Commissions will only be paid in US Dollars.

## **FTC DISCLOSURE REQUIREMENTS**

You shall include a disclosure statement within any and all pages, blog/posts, or social media posts where Affiliate links for our Affiliate program are posted as an endorsement or review, and where it is not clear that the link is a paid advertisement. This disclosure statement should be clear and concise, stating that we are compensating you for your review or endorsement. If you received the product for free from us or from the Affiliate Program management team for review, this also must be clearly stated in your disclosure. We reserve the right to audit Affiliate sites without notice for disclosure compliance and to remove an Affiliate from the Program if we determine you are not in compliance.

1. Disclosures must be made as close as possible to the claims and may not appear solely in a "Terms of Use", "Legal", "About Us" or other linked page.
2. Disclosures must be made at each instance of a sponsored link. A single statement on the site, or a separate page with your general disclosure statement is not sufficient.
3. Disclosures should be placed above the fold; scrolling should not be necessary to find the disclosure (e.g. disclosure should be visible before the jump).
4. Pop-up, hover state and button disclosures are prohibited.
5. Disclosure policy applies to all social media, even when space is restricted (e.g., tweets)

For more information about FTC disclosure requirements, please review the FTC's "Dot Com Disclosures" Guidelines found [here](#), as well as FTC's "Guides Concerning the Use of Endorsements and Testimonials in Advertising" found [here](#) and further explained [here](#).

## **REVERSAL & COMMUNICATION POLICY**

Lexli International takes pride in a low reversal rate, which we attribute to open communication with our Affiliates. However, we reserve the right to reverse orders due to duplicate tracking, disputed charges, and program violations as outlined in these Terms and Conditions.

Additionally, if we ask you for clarification or more information on any orders or clicks that we suspect may be in violation of our Terms and Conditions, we expect that you will respond in a timely and honest manner. Below are violations of our communications policy.

1. You are not forthcoming, intentionally vague or are found to be lying.
2. You are not responsive within a reasonable time period and after multiple attempts to contact with information listed in your network profile.
3. You cannot substantiate or validate the source of your traffic to our program with clear and demonstrable proof.

If any of the above apply, we reserve the absolute right to reverse orders, set your commission to 0% or suspend you from the program for the period of orders in question. We know that many violations are a result of automated processes; however it is incumbent upon each Affiliate to ensure that he/she has the appropriate checks and balances in place to proactively address these issues and adhere to our Program rules.

## **TERMINATION**

Lexli International, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Program for any reason at any time. Such termination will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all potential or to-be-paid commissions in your Account if they were earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. Lexli International reserves the right to refuse service to anyone for any reason at any time.

## **RELATIONSHIP OF PARTIES**

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. 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 otherwise, that reasonably would contradict anything in this Section.

## **DISCLAIMERS**

Lexli International makes no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the Product Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.