

## **Affiliate Program Terms and Conditions**

Effective Date: April 1st, 2020

Primary Website: [www.ppe.mplus.us](http://www.ppe.mplus.us)

**This Affiliate Program Terms and Conditions** (hereinafter called the “Agreement”) is provided by M Plus, LLC, which is referred to hereinafter as “Company” or “We” or “Us”. Our primary website is located at the address listed above. The Agreement is a legal document between you and the Company that describes the affiliate relationship. This Agreement covers your responsibilities as an Affiliate and our responsibilities to you. Please ensure you read and understand the entirety of this document, as well as have a lawyer’s assistance if you desire, because each of the terms of this Agreement are important to our working relationship.

### **Definitions**

a) Company, Us, We: As mentioned above, we’ll be referred to as the Company. Us, we, our, ours and other first-person pronouns will also refer to the Company, as well as all employees or legal agents of the Company.

b) You, the Affiliate: You will be referred to as the “Affiliate”. You’ll also be referred to throughout this Agreement with second-person pronouns such as You, Your, or Yours.

### **Terms and Conditions**

1) You must submit an Affiliate Application to join. The Affiliate Application may be found at the following website: <https://ppe.mplus.us/affiliate/>. Submitting an Affiliate Application does not guarantee inclusion in the Affiliate Program. We may also ask for additional information to complete your Affiliate Application or for you to undertake additional steps to ensure eligibility in the Affiliate Program. If your Affiliate Application is accepted, each of the terms and conditions in this Agreement applies to your participation.

2) You warrant that you have read and reviewed this Agreement and agree to all the terms and conditions in this Agreement. If you do not agree to be bound by this Agreement, do not submit an application to our Affiliate Program. In addition, this Agreement specifically incorporates by reference any Terms of Conditions, Privacy Policies, End-User License Agreements, or other legal documents which we may have on our website.

3) You represent and warrant that you are at least 18 years of age and may legally enter into this Agreement. The Company assumes no responsibility or liability for any misrepresentation of your age.

4) If we choose not to allow your inclusion in the Affiliate Program, we will attempt to notify you in a reasonable manner, which is deemed to be within ten (10) business days. If you do not hear from us within ten (10) business days after submission, please consider your application rejected. We are not obligated to provide you any explanation for your rejection, but please be advised we may reject applicants for any reason. However, we will not reject your application based on race, religion, nationality, ethnicity, race, sexual orientation or any other unlawful reason. If your Affiliate Application is rejected, you may not reapply.

5) We will provide you with a specific link or links which correspond to certain products we are offering for sale (collectively, the “Link”). The Link will be keyed to your identity and will send online users to the Company’s website or websites. You agree to only use links which are prior approved by us.

6) This Agreement does not create an exclusive relationship between you and us. You are free to work with similar affiliate program providers in any category. Similarly, we are free to have as many other Affiliates, individuals or entities, as we desire, in our sole discretion.

7) You shall not make any warranties or representations as to the Company, the Products, the Product's quality or purpose, the timing of delivery of Products or any warranty whatsoever, express or implied.

8) In order to be eligible for payout, user purchases must be "Qualified Purchases." Qualified Purchases:

- a) MUST BE SOLD ONLY TO (i) HEALTHCARE PROVIDERS AND ENTITIES OR (ii) FIRST RESPONDERS' ORGANIZATIONS;
- b) MUST BE ACCEPTED BY COMPANY;
- c) Must not be referred by any other partner or Affiliate of the Company (in other words, Qualified Purchases are only available through your specific Affiliate Link);
- d) May not be purchased by an already-existing partner or Affiliate of the Company or prior to the Affiliate joining this program;
- e) May not be purchased by a customer in violation of any of our legal term, Acceptable Use Policy, fraudulent or unlawful means;
- f) May not have been induced by the Affiliate offering the customer any coupons or discounts; and
- g) Any large orders of more than Twenty-Five Thousand pieces (25,000 pieces, not boxes, but individual pieces), shall only be placed by directly calling the Company, which the Company may accept or reject in its sole discretion.

9) Once the customer makes a Qualified Purchase, the Company accepts it and the sale of the Product is complete, you will be eligible to receive the following percentage of the sale: (a) 5% (five percent) for N 95 masks and disposable masks, subject to change or for market conditions and (b) other items that will be added later, in an amount to be determined. If Company does not complete the sale or otherwise does not receive payment for such sale, Affiliate shall not be entitled to receive any payment for that transaction.

10) Payouts to the Affiliate will be made by Company only after (a) Company has your current address information, as well as accounting and tax documentation, including but not limited to a completed W8/W9 tax form, (b) A Qualified Purchase is accepted by Company and completed, with payment received by Company, and (c) You have completed all information, including providing banking information for direct deposit or electronic payment, should be choose that method. We reserve the right to make payment by check or electronically, in our sole discretion. We are not liable to you, if you do not notify us of any changes and we make payment according to the existing information.

11) Payouts will be made fifteen (15) days after the month end for the prior month. For example, payouts for the month of April, will be made on or before May 15. We explicitly reserve the right to change payout information in our sole and exclusive discretion. If we do so, you will be notified.

12) Each party is solely responsible for payment of all taxes relating to or arising from this Agreement or payment pursuant thereto.

13) You may log into your account with us to review reports related to your affiliation, such as payout reports and Qualified Click and/or Purchase information. Please be advised however, that not all listed qualifying clicks and/or purchases have been fully reviewed for accuracy in the reports viewable by you in real-time and therefore may be subject to change prior to payout.

14) The term of this Agreement will begin when the Company accepts you into the Affiliate Program. It can be terminated by either Party at any time with or without cause. You may only earn payouts as long as you are an Affiliate in good standing during the term. If you terminate this Agreement with us, you will qualify to receive payouts earned prior to the date of termination. If you fail to follow the terms of this Agreement or any other legal terms we have posted anywhere on our website or websites, you forfeit all rights, including the right to any unclaimed payout. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein or violation of any applicable laws. In such event, you shall not be entitled to any payment.

15) The Company may, from time to time and, at any time, modify this Agreement. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement. If we update or replace the terms of this Agreement, we will let you know via electronic means, which may include an email. If you don't agree to the update or replacement, you can choose to terminate this Agreement.

16) Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship between you and the Company. You are an independent contractor of the Company and will remain so at all times.

17) You agree not to use the Affiliate Program or our Company for any unlawful purpose or any purpose prohibited under this clause or prohibited by any applicable laws. You agree not to use this program in any way that could damage our websites, products, services, or the general business of the Company.

18) In addition to prohibitions by applicable laws, you further agree not to use the Affiliate Program:

- a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- b) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- c) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- d) To publish or distribute any obscene or defamatory material;
- (e) To engage in any illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails; and
- e) To publish or distribute any material that incites violence, hate, or discrimination towards any group.

19) You agree to defend and indemnify the Company and any of its agents (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Affiliate Program, your breach of this Agreement, or your conduct, actions or inactions or any claim of warranty by any party as against the Company. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

20) This Agreement constitutes the entire understanding between the Parties with respect to the Affiliate Program. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral.

21) You will make no warranties to any person, party or entity, as to any of the Products, their availability, their delivery, their time period or anything whatsoever relating to any of the Products and/or Company.

22) The Company is not liable for any damages that may occur to you as a result of your participation in the Affiliate Program, to the fullest extent permitted by law. The maximum liability of the Company arising from or relating to this Agreement is limited to one hundred (\$100) US Dollars. This section applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

23) Through your participation in the Affiliate Program, you agree that New York law shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts within New York State. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of *forum non conveniens* or similar doctrine.

24) This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you.

25) If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and subparts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

26) The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, any federal or state of emergencies, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

27) Electronic communications are permitted to both Parties under this Agreement, including email or fax. For any questions or concerns, please email us at the following address: [info@mplus.us](mailto:info@mplus.us).