

Hello Love Inc.
Affiliate Marketing Agreement

This Hello Love Affiliate Marketing Agreement (the “**Agreement**”) is made by and between Hello Love, Inc., a Delaware corporation with its principal place of business at 30900 Rancho Viejo Rd., Suite 145, San Juan Capistrano, CA 92675 (the “**Company**,” “**Hello Love**,” “**we**,” “**us**,” or “**our**”), and the applicant whose name appears on the attached Hello Love Affiliate Enrollment Application (“**I**,” “**me**,” or “**my**”), who agree as follows:

By my execution of the Affiliate Enrollment Application, I apply for acceptance by Hello Love to serve as a Hello Love Affiliate (“**Affiliate**”) to participate in the Hello Love Affiliate Marketing Program (“**Program**”). I understand that the Company may accept or reject any application for any or no reason. If the Company accepts my Affiliate Enrollment Application, the effective date of the Contract (as further defined below) will be the date I submitted the Affiliate Enrollment Application to Hello Love (the “**Effective Date**”).

1. The Hello Love Affiliate Marketing Program

Under the Program, Affiliates operating one or more websites (each an internet domain, or a portion of a domain) and/or other promotional methods, drive traffic to Hello Love’s website (the “**Hello Love Site**”) and may earn financial compensation (“**Commissions**”) for “Qualified Transactions” (as described herein) resulting from the referral by such Affiliate of a “Visitor” (any person or entity that is not the Affiliate or the Affiliate’s agent) through an Internet connection (“**Link**”) to the Hello Love website. Hello love agrees to compensate the Affiliate in accordance with this Agreement.

In this Agreement, we refer to our website located at: www.helloloveinc.com, as the “**Hello Love Site**”. We refer to any site that you use to participate in our Program as “**Your Site**.”

2. Enrollment in the Program/Content Restrictions

Enrollment in the Program requires an applicant to submit a Hello Love Affiliate Enrollment Application. As part of the enrollment process, you must review the Hello Love Company Policies, review the terms of this Agreement, and indicate your acceptance of the Hello Love Company Policies and these terms by clicking “Accept” at the end of this Agreement and submitting your Enrollment Application. After you submit your Affiliate Enrollment Application, your application will enter “pending” status for review.

We may reject your application for any reason including but not limited to if we determine (in our sole discretion) that your site or social media presence or profile is unsuitable for the Program for any reason, including, but not limited to, inappropriate conduct, inappropriate business names or URLs, business-to-business platforms, banner farms, harmful, threatening, defamatory, obscene, sexually explicit, harassing, or racially, ethically, or otherwise objectionable, such as sites that:

- promote sexually explicit materials;
- promote violence;
- promote discrimination based on sex, religion, nationality, disability, sexual orientation, or age;
- promote illegal activities;
- are considered offensive or controversial; or
- infringe or otherwise violate any copyright, trademark, or other intellectual property rights.

We will evaluate your application and notify you of our decision to acceptance or reject your application within 10 business days. We will notify you of our decision via email to the email address you provided in

your Affiliate Enrollment Application. Your acceptance as a Hello Love Affiliate only grants you the rights mentioned herein.

3. Promotion of Our Affiliate Relationship

As an Affiliate, we will make available to you a variety of URLs or graphic and textual links (each of these links referred to herein as "**Links**" or, individually, as a "**Link**") which, subject to the terms and conditions hereof, you may display on relevant areas of Your Site. The Links will serve to identify Your Site as a member of our Program and will establish a Link from Your Site to the Hello Love Site.

4. Hello Love's Responsibilities

We will be responsible for providing all information necessary to allow you to make appropriate Links from Your Site to the Hello Love Site. We will be solely responsible for processing orders placed on the Hello Love Site by a customer following a Link from Your Site and tracking the volume and amount of sales generated by Your Site. We reserve the audit rights and the right to reject any customer order and/or reverse any transactions, in our sole discretion. We will be responsible for customer order entry, payment processing, shipping, cancellations, returns, and customer service related to the Hello Love Site.

5. Responsibilities for Affiliate Sites

- A. In utilizing the Links, you agree that you will cooperate fully with us to establish and maintain such Links. In order to permit accurate tracking and reporting, you will be responsible for ensuring that the Links between the Hello Love Site, to which you are an Affiliate, and Your Site are accurate and properly formatted. You agree that you will maintain the integrity of the Links, that you shall not alter or modify these in any way, including the destination URL, and that you will only use these Links as expressly set forth in this Agreement to participate in our Program.
- B. As an Affiliate in the Program, you are entitled to earn commissions as set forth in [Section 6](#). We have the right, based on our sole discretion, to monitor Your Site at any time to determine if you are in compliance with the terms of this Agreement.
- C. You agree that the Links will in no way affect or alter the look, feel, or functionality of the Hello Love Site. You agree to never alter, modify, or expand the Links in any way, or frame the Hello Love Site in any manner without our express prior written consent. In addition, you will not take any action that could reasonably cause any customer confusion as to our relationship with you including, without limitation, confusion as to whether the Hello Love Site or Your Site is administering the functionality or transactions that occur.
- D. Subject to the foregoing, you may NOT do any of the following:
 - i. create the impression or otherwise appear to be representing Hello Love in any way on social media posts, tweets, re-tweets, etc.;
 - ii. create or post any links, advertising or any negative comments/posts on any Hello Love owned or controlled website, including our Official Hello Love Facebook fan page, Hello Love Instagram Profile, and Twitter site. Any violations of this standard will be determined in our sole discretion;
 - iii. use, purchase or otherwise incorporate the words "HELLO LOVE," "READY. SET. NAILED IT!" or variations or misspellings in the domain name(s) of Your Site(s), on any meta tags of web pages comprising or available on Your Site, or in advertising or searchable

keywords in any search engine, portal, sponsored advertising service or other search or referral service, including Google and any other PFP provider;

- iv. modify or alter any Hello Love Site in any way; or
 - v. "scrape" or "spider" the Hello Love Site or any other website for content (such as images, logos and text); furthermore, upon our request, you shall immediately remove from Your Site any Link to the Hello Love Site which is displayed on a page which we, in our sole discretion, deem objectionable.
- E. You agree to be solely responsible for the development, operation, and maintenance of Your Site and for all materials that appear on Your Site. Such responsibilities include, but are not limited to, the technical operation of Your Site and all related equipment; the accuracy and propriety of materials posted on Your Site (including, but not limited to, all Hello Love Site product related materials); ensuring that materials posted on Your Site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. WE DISCLAIM ALL LIABILITY FOR ALL SUCH MATTERS. Further, you agree to indemnify and hold us harmless from all claims, damages, and expenses including but not limited to attorneys' fees, relating to the development, operation, maintenance, and contents of Your Site.
- F. You acknowledge and agree that Your Site does not currently, and will not in the future, copy or in any way resemble the look and feel of the Hello Love Site nor will you do anything to create the impression that Your Site is any of the Hello Love Site or a part of the Hello Love Site.

6. Commissions

A Commission is the percentage of a retail sale that we agree to pay to you under the terms set forth herein (as defined below).

- A. Sales of our products will qualify for a Commission when all of the following conditions are met:
- i. products are actually sold by us,
 - ii. products are purchased by users linking to the Hello Love Site, which Your Site is a member, from Your Site through a Link,
 - iii. products are actually shipped by us,
 - iv. we have received full payment from the customer, and
 - v. Your Site has been approved by us as an Affiliate of the Hello Love Site.

The foregoing ([Section 6\(A\)](#)), is referred to as a "**Qualified Transaction**." Your Commission will be calculated based on the aggregate amount actually paid to us for Qualified Transactions, EXCLUDING amounts collected by us for sales tax, duties, gift wrapping, shipping and handling, credit card fraud and bad debt, returns and cancellations, and discounts. In the event that we overpay you, we agree to provide supporting documentation of such overpayment and you agree to pay such amounts directly to us within sixty (60) days of receipt of such documentation. In the event you do not timely reimburse us for any overpayment, you shall also be liable for all collection costs and attorneys' fees.

- B. Commission rates shall be 15%. The Commission rate may change from time to time at our sole discretion with seven (7) days prior notice (as further set forth below) to you.

7. Reports of Sales

You will be able to check your sales statistics through your Hello Love Back Office. All information available through your Hello Love back office that pertains to us, including sales statistics, shall be deemed our Confidential Information as defined and protected under [Section 16](#).

8. Policies; Pricing and Discounts

Customers purchasing our products through the Program will be deemed our customers. All rules, policies, terms, conditions, and operating procedures concerning customer orders, customer service, and our product sales will apply to those customers. We may change our policies and operating procedures, including pricing, at any time. We solely will determine the prices to be charged for our products sold under the Program in accordance with our own pricing policies. **YOU MAY NOT INCLUDE PRICE INFORMATION ON YOUR SITE UNLESS PRICING INFORMATION IS MADE AVAILABLE ON LINKS THEMSELVES WHICH WE PROVIDE.** Prices and availability of our products may vary from time to time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

You must be 100% truthful when describing or advertising our products or the Links. Misleading information provided by you regarding our products or the Links will not be tolerated. You may only offer coupons, product or shipping discounts, or bundled packages of Hello Love product if such special pricing or discount offers have been expressly authorized by the Company, in accordance with written instructions provided by Hello Love.

9. Publicity/Use of Our Name

- A. We grant you a non-exclusive, non-transferable, revocable right to: 1) access the Hello Love Site to which Your Site is an Affiliate through the Links solely in accordance with the terms of this Agreement, and 2) to use our name, trademarks and logos **ONLY** in the forms that they appear on the Hello Love Site or any materials we provide (the "**Marks**") (or such other images or messages for which we grant prior express written consent, hereafter "**Pre-approved Images**") solely in connection with such Links and only as permitted herein. You agree to never alter, modify, or change the Marks or Pre-approved Images or message in any way. You are only entitled to use the Marks as allowed for herein and to the extent that you are an Affiliate in good standing of the Program, as determined in our sole discretion.
- B. You agree not to use any Marks or any Pre-approved Images for purposes other than Links without first submitting a sample to us and obtaining our prior written consent. You agree that you will not in any way dispute or do anything to impair the validity of our rights in our Marks, our ownership, and right to use and control the use of our Marks. You further agree that all use of our Marks by you shall inure to our benefit and on behalf of us and agree that nothing in this Agreement shall give you any right, title or interest in our Marks other than to use the Marks in connection with this Agreement. You agree not to use the Marks in any manner that is disparaging or that otherwise portrays us in a negative light. Notwithstanding anything to the contrary herein, we may revoke your license granted under this Agreement at any time, and in our sole discretion. Unless terminated earlier under the terms of this Agreement, this license shall terminate upon the effective date of the expiration or termination of this Agreement.
- C. Except as explicitly set forth in this Agreement, you cannot create, publish, distribute, or permit any material or press release that makes reference to us or uses our name or any of our product

names or Marks without first submitting such material to us and receiving our express prior written consent.

- D. You will ensure that any marketing or advertising materials that you deliver via email, telephone, or facsimile comply with all anti-spamming laws of the state in which the intended recipient resides. You will comply with the Hello Love Company Policies and all laws regarding unsolicited commercial email. You agree that the terms and conditions of this Agreement apply to any such pre-approved emails, including but not limited to Sections 15, 17 and 18.

10. Collection and Use of Your Personal Information

You acknowledge and agree that your personal information will be collected by Hello Love and will be used to: fulfill the terms of the Contract; support and better understand your participation in the Hello Love Affiliate Marketing Program; communicate special offers and promotions; and send you information about Hello Love products and business opportunities. You consent to use of your personal information by Hello Love and its affiliated companies, third party service providers, and representatives as described herein, in the Company Policies, and the Privacy Policy posted on the Hello Love website at www.HelloLoveInc.com. You have read and agree to the Privacy Policy posted on the Hello Love website and the information about the Company's privacy and data protection practices contained in the Company Policies. You may update, change, or delete any of your personal information by going to your profile online or by contacting Support@HelloLoveInc.com. You may opt out of receiving marketing communications from Hello Love by clicking the link provided at the bottom of the communication or contacting Support@HelloLoveInc.com.

11. Term of the Agreement

The Agreement will commence on the Effective Date and remain in force until April 1, after which date it shall automatically renew for successive one-year terms, unless terminated earlier as set forth herein. You may terminate this Agreement at any time by providing written notice to the Company. Hello Love may terminate this Agreement at any time: (a) without cause, by giving you seven (7) days prior written notice of termination; and/or (b) immediately with cause for breaching any term of this Agreement. If we terminate this Agreement for cause or provide written notice of termination, or if you provide us with written notice of termination, you shall be required to remove all Links within one (1) business day. You are only eligible to earn Commissions on sales shipped prior to the termination date and to the extent there are any Qualified Transactions still pending prior to termination, we may extend payment of the final payment to you for an additional commission period to ensure the correct amount is paid.

12. Modification

We reserve the right to modify any terms and conditions contained in this Agreement at any time with seven (7) days prior written notice by pushing out a new Agreement to you. You will be notified of such change via the email address you used when submitting your Affiliate Enrollment Application or to such other email address that you have provided to us. Modifications may include, but are not limited to, changes of the scope of available commissions, commission schedules, payment procedures, and Affiliate network rules. If any modification is unacceptable to you, your only recourse and sole remedy is to terminate this Agreement. Your continued participation in the Affiliate network following the posting of a change notice or your acceptance of a new Agreement on our Advertiser Detail Page will constitute your binding acceptance of the change.

13. Relationship of Parties; Taxes

The parties to this Agreement 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 acknowledge and agree that all Hello Love Fanatics are independent contractors and not agents, employees, partners, representatives, or franchisees of Hello Love. YOU UNDERSTAND THAT YOU WILL NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL TAX PURPOSES OR FOR ANY OTHER REASON. You will be solely responsible for the payment of all applicable taxes (including federal, state, and local income, sales, use, unemployment, worker's compensation, and Social Security) and any other premiums and fees attributable to your business. You further acknowledge and agree that federal and state laws for minimum wage and overtime pay do not apply to you as an independent contractor. You accept the sole responsibility for all self-employment and all legal country/federal and state and local income and sales taxes and any other taxes on income earned as a Hello Love Affiliate. The Company will file appropriate tax earnings report forms on each Affiliate at the close of the calendar year for the amount of Commissions earned in their state of residence under this Agreement. You acknowledge that you have no right, power, or authority to incur any debt, obligation, or liability on behalf of the Company, to employ or engage others on behalf of the Company, or to bind the Company to any agreement of any kind whatsoever without the express written approval of the Company. You further acknowledge that the Company's acceptance of your Affiliate Enrollment Application does not constitute the sale of a franchise or business opportunity under any state or federal law, and you understand that you are not acquiring any interest in a security.

14. Disclaimers

WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE AFFILIATE NETWORK OR ANY OF OUR PRODUCTS SOLD THROUGH THE AFFILIATE NETWORK (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF THE HELLO LOVE SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

15. Representations and Warranties and Obligations

You hereby represent and warrant and agree to do (or not do) as follows:

You will use the Links only as expressly authorized hereunder. 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;

The execution, delivery, and your performance of or under this Agreement, your consummation of the transactions contemplated hereby, Your Site, and any emails or newsletters you send will not, with or without notice, lapse of time, or both, conflict with or violate: a) any provision of law, rule, or regulation to which you are subject (including, without limitation, any law, statute, ordinance or regulation governing data collection, maintenance or privacy, those related to product or advertising standards); or b) any provision of your by-laws or certificate of incorporation; or c) any Agreement or other instrument applicable to you or binding upon your assets or properties;

You will operate Your Site and participate in the Affiliate network at all times in compliance with your Privacy Policy which will be posted on Your Site;

You will treat the personal information of all Hello Love customers in accordance with the Hello Love Privacy Policy posted on the Hello Love Site;

You will abide by the Hello Love Company Policies;

No consent, approval, or authorization of, exemption by, or filing with any governmental authority or third party is required in connection with the execution, delivery, and performance of this Agreement or any other action taken by you;

To the best of your knowledge (reasonable investigation expected) there is no pending threatened claim, action, or proceeding against you, or any affiliate of yours with respect to the execution, delivery, or consummation of this Agreement, or the Affiliate Marks;

To the best of your knowledge (reasonable investigation expected) there is no basis for any such claim, action, or proceeding; and

You are an adult of at least 18 years of age.

16. Confidentiality; Security

- A. Each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, product designs, customer and vendor lists, and pricing and sales information concerning us, you, or any of our affiliates shall remain strictly confidential and secret (the "**Confidential Information**"). Such information shall not be utilized, directly or indirectly, by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its affiliates. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information: 1) to any person pursuant to a subpoena issued by any court or administrative agency, 2) to its accountants, attorney, or other agents on a confidential basis, and 3) otherwise as required by applicable law, rule, regulation, or legal process.
- B. Upon the occurrence of an unauthorized disclosure of or unauthorized access to certain computerized data that includes a customer's name or initial and last name plus either their: 1) Social Security number, or 2) Driver's License number, or 3) financial account number, credit or debit card (along with any PIN or other access code) (a "**Security Breach**"), if required by any applicable law, you will provide notice, in the most expedient time possible and without unreasonable delay, in writing or electronically, to all affected persons regarding the circumstances surrounding and the possible consequences of such Security Breach. You will also immediately notify us of any such Security Breach, and inform us of the steps you will take to correct the Security Breach, to notify law enforcement, and to notify affected persons.

17. Limitation of Liability

WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE NETWORK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

18. Indemnification

You hereby agree to indemnify and hold harmless us and our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, 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: 1) any claim that our use of the Affiliate Marks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, 2) any failure or breach of any representation, warranty, covenant, or agreement made by you herein, 3) any misuse of our Marks, Pre-approved Images or materials, or 4) any claim related to Your Site, including, without limitation, content therein not attributable to us.

19. Independent Investigation

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate websites that are similar to or compete with Your Site. You have independently evaluated the desirability of participating in our Program and the Affiliate network and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

20. Governing Law; Assignment

This Agreement shall be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. You hereby consent to the exclusive jurisdiction and venue of the courts located in Orange County, California, and waive any objection on the grounds of lack of jurisdiction (forum non conveniens or otherwise) to the exercise of such jurisdiction over you by any such courts for resolution of any disputes arising out of or related to this Agreement. In any legal action between us and you, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent, and any attempt to do so in violation of this prohibition shall be null and void. 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 or subsequently enforce such a provision or any other provision of this Agreement.

21. General

The obligations of the parties that by their nature would continue beyond the termination or expiration of this Agreement shall survive beyond any such termination or expiration.