

Chiki Tea Affiliate Partner Program

Agreement Terms & Conditions

I. Introduction

The *Chiki Tea Affiliate Partner Program* helps us reach new customers from your introductions. We will pay you, our affiliate partner, commissions earned on the purchases of the customers you introduce. If you have a website, blog or active social media pages which align to our products, it can provide you with *passive income* to help finance your hobby or business. We have written the following Agreement with you in mind, as well as the protection of our company's brand and image. We have summarised the agreement in terms it should be easy to understand, before fully explaining all the rights and obligations more formally. If you find something you don't understand or are uncomfortable with, please do get in touch with us at affiliates@chikitea.com so we can try to explain more clearly.

II. Summary

To become an affiliate partner, please [submit an application form on our website](#). We will review your application and check your website(s) and social media pages(s), before contacting you by email to invite you to join our affiliate partnership program and agree to our terms and conditions.

As an affiliate partner you will receive a unique URL link to our website which you may use directly, or embed into buttons, banners or other images and videos on your website(s), social media page(s), or other online publications and media. We will provide you with some sample banners and instructions and guidelines of how to use.

We do have some limitations on the use of these links, and how you can promote our website. These are sensible precautions which we ask you to agree to in the interests of public decency, responsible advertising, and consumer protection. You must also agree to disclose your affiliate partner relationship with us to your users if that's required by the laws of your country.

On clicking that link and connecting to our website, and after agreeing to a standard request to accept *cookies*, our website will save a *cookie* on the connecting device, as long as an existing affiliate partner *cookie* is not already saved. This *cookie* allows us to track the affiliate partner who first introduced that user and record that information along with future sales when that

user becomes our customer. The *cookie* will remain on the user’s device unless they delete it or subsequently requests *cookies* not to be stored, and future sales will also be linked to your affiliate partner id in our systems. Our program has an initial period of 2 years from January 2020, after which we will review and decide whether to extend for another period. If we do extend, then you will continue to receive commissions for the customers you have already introduced, and of course, any further introductions.

We will record all purchases through our website attributed to the customers you have introduced to us, and pay you a commission every 3 months, calculated as a percentage of the *qualifying purchases amount*, subject to some minimum qualifying conditions and exclusions, as summarised in the table below:

Table 1 : Affiliate Partner Payment Rates and Conditions

3 Month Period Qualifying Purchases Amount in whole US\$	Commission Rate	Qualifying number of new unique customers
up to \$99	10%	To qualify for payments you must introduce at least 3 new customers since becoming our affiliate partner
\$100 to \$999	15%	
\$1,000 or more	20%	
Calculation Periods	Payment timing	Payment methods
Jan - Mar, Apr - Jun, Jul - Sep, Oct - Dec	By the end of the following month	Paypal in USD, GBP

We reserve the right to exclude from, or terminate the agreement with anyone we feel uncomfortable partnering with, at our sole discretion, but we sincerely hope not to have to do so. If you no longer wish to be our partner, you can cancel the agreement at any time and with immediate effect by notifying us at affiliates@chikitea.com . The Agreement will end at its natural termination date, unless we decide to extend. You will be notified well ahead of time whether if decide to extend the Program or not.

The initial Program will operate between January 1, 2020 to its natural termination date on December 31, 2021.

This summary section is intended to give you an overview of our affiliate partnership program, but please read the following sections which will describe the full terms and conditions of the legal agreement between us.

III. Terms and Definitions

Throughout this document, “Agreement” refers to the contractual obligations and terms and conditions of the Chiki Tea Affiliate Partner Program that you have agreed to enter, as defined in this document and all and any future revisions thereof.

“Program” refers to the *Chiki Tea Affiliate Partner Program* as governed by the terms and conditions of this Agreement.

"we", "us", "our", and “merchant” refer to *chikitea.com*, and "you", "your", "yours", and “affiliate partner” refer to you.

“chikitea.com” refers to all or any of the companies in the group of companies owned and controlled by Chiki Tea Limited, a UK registered private limited company with company number 08082490.

A “user”, “visitor” and “traffic” refer to anyone who clicks through to our website via your unique link.

A “cookie” or “cookies” refer to small files saved onto the user’s device by a website.

A “device” refers to a computer, smartphone or other technology used to access the internet.

“new unique customers” means users you have introduced who are: (i) not already introduced by another affiliate partner, and/or (ii) not already an existing customer prior to the commencement of this Agreement with you.

“qualifying purchases amount” is the actual value of the purchases made on our website by the customers you introduce, after any discounts have been applied, and excluding fees paid for shipping (and excluding any purchases that were refunded, for any reason).

IV. Enrollment

To begin the enrollment process, you must complete and submit an online application on our website at: www.chikitea.com/affiliate-partner-program/affiliate-partner-program-signup. We reserve the right to reject your application at our sole discretion. We may reject your application if we determine that your site is unsuitable for our Program, including if it:

- 1) Promotes or displays sexually explicit materials;
- 2) Promotes or displays acts of violence;
- 3) Promotes or displays any discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- 4) Promotes or encourages illegal activities of any kind;
- 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;
- 6) Includes "Merchant" or variations or misspellings thereof in its domain name;
- 7) Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion;
- 8) Contains software downloads that potentially enable diversions of commission from other affiliates in our program;
- 9) You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are *chikitea.com* or any other affiliated business.

V. Trademark Policy

The guidelines apply to the use of our trademarks which we may make available to you as part of this Agreement. Strict compliance with these guidelines is required at all times, and any use of Chiki Tea trademarks in violation of these guidelines may result in the termination of this agreement.

- 1) You are allowed to use the Chiki Tea trademarks only by display on your site for the purpose of promoting and advertising our brand and products; any other uses are expressly forbidden, including but not limited to:
 - a) Claiming or implying sponsorship or endorsement by us or any other association other than as an affiliate partner;
 - b) Claiming or implying employment, ownership or subcontracting of our business or companies;
- 2) Banners and other marketing material we provide you must not be altered or modified in any way unless our prior and express permission is granted;
- 3) Our trademarks and other marketing materials must not be used negatively for the purpose of directly promoting an alternative brand or your own competing product or business;
- 4) All rights to our trademarks and marketing materials are our exclusive property and for our exclusive benefit;

- 5) You may not use or apply to register any trademark that is confusingly similar to our trademark in any jurisdiction; you cannot use or apply to register any trademark, domain name, subdomain, username, email address, or app name that is confusingly similar to any of our trademarks in any jurisdiction.

VI. Policies on Promotion Methods

- 1) Our affiliate partners must provide their users with clear and accurate information about our products, website and company; there must not be any false representation or exaggerations that could lead to disappointment and harm our reputation and brand;
- 2) Promotions must not offer any form of cash-back, discount, payment or revenue sharing of the proceeds from the Program, to their users who subsequently become our customers;
- 3) You are free to promote your own web sites, but naturally any promotion that mentions *chikitea.com* 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 *chikitea.com*. 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 name, or your return email address. You may use mailings to customers to promote *chikitea.com* so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote *chikitea.com* so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your web sites as independent from *chikitea.com*. 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 *Chiki Tea Affiliate Partner Program*. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.
- 4) Affiliate partners that among other keywords, or exclusively bid in their Pay-Per-Click ("PPC") campaigns on keywords such as *chikitea.com*, *Chiki Tea*, *www.chikitea.com*, *www.chikitea.com*, and/or any misspellings or similar alterations of these – be it separately or in combination with other keywords – and do not direct the traffic from such campaigns to their own website prior to re-directing it to ours, will be considered trademark violators, and will be banned from the *Chiki Tea Affiliate Partner Program*. We will do everything possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our affiliate partner program without prior notice, and on the first occurrence of such PPC bidding behavior.

- 5) Affiliate partners are not prohibited from keying in prospect's information into the lead form as long as the prospects' information is real and true, and these are valid leads (i.e. sincerely interested in *chikitea.com*'s service).
- 6) Affiliate partners 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 the consumer clicks on a qualifying link until such time as the consumer has fully exited *chikitea.com*'s site (i.e., no page from our site or any *chikitea.com*'s 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, Overture, AltaVista, Hotbot and similar search or directory engines);
 - c) set commission tracking cookies through loading of the *chikitea.com* site in *IFrames*, hidden links and automatic pop-ups that open *chikitea.com*'s site;
 - d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing;
 - e) removes, replaces or blocks the visibility of our banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

VII. Affiliate Partner Rights and Obligations

- 1) As a member of the *Chiki Tea Affiliate Partner Program*, you will be provided with a unique URL link to our web pages, as well as banners and other materials which we may distribute from time to time, for example for sales or promotions. In order for us to accurately keep track of users clicking from your site to ours, you must use this unique URL as a link in each banner, text link, or other such method of embedding.
- 2) *chikitea.com* reserves the right, at any time, to review your placement and approve the use of Your Links and require that you change the placement or use to comply with the guidelines provided to you.

- 3) The maintenance and the updating of your site will be your responsibility. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.
- 4) It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person'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.
- 5) You must declare to your users that you are acting as an affiliate partner and will receive commission for future sales if that is required by the law in your country or the countries of your website users or social media connections (for example, in the US the **Federal Trade Commission** requires anyone endorsing a brand, program, or service in exchange for receiving benefits to disclose this); it is your sole responsibility to check whether such disclosure is required and if so, implement it;
- 6) You will be eligible to receive commission payments every 3 months calculated as a percentage of the qualifying sales amount generated by purchases from the customers you have introduced to our website. For the avoidance of doubt, customers include only those users introduced by you to our site, and who have the correct identifying *cookie* stored on their device when they make a purchase; it is not possible to track or allocate purchases made from other devices which they may use; in addition, users may delete the *cookie*, in which case prevents our tracking of their future purchases. These rights will end at the natural termination date, unless we decide to extend the Program.

VIII. Merchant Rights and Obligations

- 1) We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our web site are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the *Chiki Tea Affiliate Partner Program*.
- 2) *chikitea.com* reserves the right to modify these policies and agreement, and will notify all affiliates via email of such revisions, and list all revisions in the Versions and Revisions section of this document.
- 3) *chikitea.com* reserves the right to terminate this Agreement and your participation in the *Chiki Tea Affiliate Partner Program* immediately and without notice to you should you commit fraud in your use of the *Chiki Tea Affiliate Partner Program* or should you abuse

this program in any way. If such fraud or abuse is detected, *chikitea.com* shall not be liable to you for any commissions for such fraudulent sales.

- 4) This Program will commence on 1st January 2020 (00:00 GMT) and terminate at midnight GMT on 31 December 2021, unless we exercise our right to extend, which will be at our sole discretion. We will endeavour to notify all affiliate partners of the decision to extend or not, well ahead of time.

IX. Relationship of the Parties

- 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 *chikitea.com*. 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 any other of your websites or other promotional resources or otherwise, that reasonably would contradict anything in this Agreement.
- 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.

X. Warranties and Representations

You represent and warrant that:

- 1) You are 18 years of age or more, or of a higher age if required by the laws of your country of residence or birth;
- 2) 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;
- 3) 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;
- 4) You have sufficient right, title, and interest in and to the rights granted to us in this Agreement;
- 5) You are not currently or expected to be in any form of legal claim or action which hasn't been disclosed;
- 6) The content of your website or other publications does not and will not violate this Agreement;

- 7) The customers you refer will be, to the best of your knowledge, unique, valid and in compliance with our qualifying criteria.

XI. Calculations & Payment

- 1) We use the systems of our website provider (the “Content Management System”, or “CMS”) to record and track purchases of our products by customers you refer to us, and *Google Analytics* reports to collate data; please note however that:
 - a) If the customer employs a data blocker application on their device to block the connection to *Google Analytics*, we may not be able to record and attribute sales to you as the introducing affiliate;
 - b) If the customer deletes or blocks cookies from their device, we will not be able to track their sales and attribute to you;
 - c) If the customer uses a different device from the one they connected initially, (for example, their smartphone instead of their computer), we will not be able to attribute that sale to you, unless they have also successfully enabled that device as your affiliate (see XI.3 below).
- 2) Upon commencement of this Agreement, we will assign you a unique URL link to our website which goes to a landing page: www.chikitea.com/intro/your-chosen-id, where *your-chosen-id* can be any alpha-numeric phrase without punctuation or special characters except for hyphens as word separators. You can also append your affiliate id to any of our web-pages and use it as a direct link to that particular page : <https://www.chikitea.com/online-store/category/matcha?affiliate=your-chosen-id>
- 3) Our CMS will save a *persistent cookie* to the connecting device of a user who has connected to your assigned landing page, but only if:
 - a) There is no existing *cookie* of this type on their device (for example, another affiliate has already introduced that user or someone else who uses that device);
 - b) The device or user does blocks the saving of *persistent cookies*, howsoever they have chosen to do so (for example, through browser settings, an app or some other way);
- 4) If our CMS is able to save the *cookie*, it will record your unique affiliate id, which will then be passed to our CMS servers along with transaction data for all future purchases made on that device for which the cookie is present and can be read;
- 5) Initially we will use *Google Analytics* to generate reports which collate information about transactions as a basis for calculating the payment due to you; In future we plan to integrate this function in our CMS, and provide you with access and monitoring tools; We will advise you when this is available and revise this Agreement where necessary;;

- 6) Payments will be calculated in each *calculation period* of 3 months, according to the following metrics:
- a) The total number of *new unique customers* that have been introduced by an affiliate partner from the commencement of this Agreement, to last day in the calculation period; We reserve the right to count multiple purchases delivered to one address as being one unique customer; "*new unique customers*" excludes any customers who have already made a prior purchase from our website.
 - b) The *qualifying purchases amount* will be the total US Dollar value (or equivalent value as calculated by Google Analytics) of all completed purchases, minus any refunds, and excluding shipping fees, by any and all your group of *new unique customers* in this *calculation period*, rounded down to a whole US dollar.
 - c) The *base commission rate* will be the rate which applies according to the value of the *qualifying purchases amount*, and will be set according to the following table:

Table 2 : Base commission rates

Qualifying purchases amount	Base commission rate
up to \$99	10%
\$100 to \$999	15%
\$1,000 or more	20%

- d) The *commission multiple* will be of value 1, unless you are notified of a special promotion or campaign which may increase this to a number we will specify; Please note there may be other conditions or criteria for the higher value to apply (for example, a minimum sales amount, limited range of products, period of sales etc) which will be at our sole discretion to determine;
- 7) The *payment amount* due to you will be calculated according to the following formula:
- a) Where *new unique customers* is less than 3 :
payment amount = 0
 - b) Where *new unique customers* is 3 or more :
payment amount = *qualifying purchases amount* x *base commission rate* x *commission multiple*
- 8) The calculation period will follow a 3-monthly cycle of:
- a) 1st January to 31st March;
 - b) 1st April to 30 June;
 - c) 1st July to 30th September;
 - d) 1st October to 31st December;
- 9) Payment timing will be determined by us but will be no later than the last business day in the month following the end of the calculation period.
- 10) The payment method will be by *Paypal transfer* to your account with *Paypal*; You must have an account set up to receive payment and this must be registered with us at the commencement of this Agreement; You may elect to receive payments in US Dollar or

the equivalent UK Sterling; We aim to increase the number of payment methods and currencies in future revisions to this Agreement.

- 11) We will pay the payment amount only; Any fees or deductions made by Paypal to receive the funds, convert to another currency or transfer out to your bank account must be paid by you;
- 12) We will only make payments to the registered account and will not be held liable for any loss or fraud associated with your account, and it is your sole responsibility to ensure the security of your account; If you request to change your account details we reserve the right to ask to see a copy of government issued ID as proof of identity;
- 13) We will make no deductions for taxes or duties and these remain your sole responsibility to declare and pay where necessary.

XII. Terms of the Affiliate Program Agreement

- 1) This Agreement will begin upon our acceptance of your application and your subsequent agreement to these terms and conditions, and will continue unless terminated hereunder;
- 2) As the merchant, we may revise and vary this Agreement at our sole discretion and publish revisions and notices by methods and at times we decide, whereby such methods and timings would not normally be considered as unreasonable; Your continued participation in the *Chiki Tea Affiliate Partner Program* following the posting of all change notices and revised version of this document on our website will indicate your agreement to any and all changes to this Agreement.
- 3) Either party may terminate this Agreement at any time, without warning periods or prior notifications, and eligibility for any outstanding payments will be determined by the merchant at our sole discretion, notwithstanding that decision should be reasonable according to the reasons for termination.

XIII. Disclaimers

We make no express or implied warranties or representations with respect to the *Chiki Tea Affiliate Partner Program* or any products sold through this 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 our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

XIV. 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 CHIKITEA.COM'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.

XV. Indemnification

You hereby agree to indemnify and hold harmless *chikitea.com*, and its 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 trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party,
- 2) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or
- 3) any claim related to your site, including, without limitation, content therein not attributable to us.

XVI. 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.

XVII. Limited License

- 1) We grant to you a non-exclusive, non-transferable, revocable right to:
 - a) access our site through HTML links solely in accordance with the terms of this Agreement and;
 - b) 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 *the Chiki Tea Affiliate Partner Program*. You agree that all uses of the Licensed Materials will be on behalf of *chikitea.com* and the goodwill associated therewith will inure to the sole benefit of *chikitea.com*.
- 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.

XVIII. Miscellaneous

- 1) This Agreement shall be governed by and interpreted in accordance with the laws of England without regard to the conflicts of laws and principles thereof.
- 2) You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

- 3) This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.
- 4) 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.
- 5) 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.

XIX. Version and Revisions

Document Version	Revision Date	Revisions
1.0	December 18, 2019	Initial published version