



## Affiliate Program

### Terms of Service:

**By signing up to be an affiliate in the AudioHero Affiliate Program (“PROGRAM”) you are agreeing to be bound by the following terms and conditions (“Terms of Service”).**

AudioHero Inc. (“AudioHero”) reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current PROGRAM, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the PROGRAM after any such changes shall constitute your consent to such changes.

You can review the details of the program at any time at:

<https://promotion.audiohero.com/AffiliateProgram>

Violation of any of the Account Terms below may result in the termination of your Affiliate Account and forfeiture of any outstanding affiliate commission payments earned during the violation. You agree to use the PROGRAM at your own risk.

### **PROGRAM Account Terms**

1. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process by providing to support@audiohero.com.
2. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
3. Affiliate commissions are only paid for standard licenses. Commissions are not paid for bulk licenses unless approved by AudioHero prior to order.
4. 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).
5. One person or legal entity may not maintain more than one account.
6. You may not use the 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).
7. You may not use any AudioHero branding, trademarks, logos, keywords, advertising terms, or other intellectual property, whether in connection with the PROGRAM or otherwise, without our express written permission.
8. You may not use the PROGRAM to earn money on your own AudioHero downloads.

## Using Links on Your Site

As an affiliate website of AudioHero, may use any form of promotion you choose, consistent with the terms of this Agreement. You will be provided with a promotional code to our products that you will be able to offer to your users. Any activity by you or on your behalf that we determine or reasonably suspect to be the result of an unsolicited bulk e-mail program will result in your immediate termination from the PROGRAM and your forfeiting of monies otherwise due you hereunder.

Allowable promotional links may contain AudioHero's trade names, service marks, and/or logos for display on your Affiliate Site. Subject to the terms and conditions hereof, you are granted a limited, non-exclusive, non-transferable license to access designated promotional materials for placement on your Affiliate Site for the sole and exclusive purpose of promoting websites owned, operated or controlled by AudioHero. In utilizing the code, you agree that you will cooperate fully with us in order to establish and maintain such code.

## Audio Hero IP

Your participation in the PROGRAM does not grant you any right, license, ownership, or other intellectual property right in any of AudioHero's intellectual property, including our branding, logos, trademarks, and other intellectual property. Unauthorized use of our intellectual property is not permitted, whether used in your capacity as an affiliate or otherwise in connection with the PROGRAM.

*Paid Search Terms Affiliates shall not bid on or use AudioHero's trademarks or misspelled keywords for the purpose of pay-per-click on internet search engines without prior written consent from Audio Hero.*

You may not direct link to our website from any Pay Per Click ad or use redirects that yield the same result. Users must be directed to your website. It is your responsibility to take all actions necessary to exclude our trademarked terms from your program, including, among other things, adding our trademarked terms as negative keywords.

## Commissions

**For Standard Affiliates, payments only begin once you've earned more than \$10 in affiliate income.** If your Standard affiliate account never crosses the \$10 threshold, your commissions will not be realized or paid. We are only responsible for paying accounts that have crossed the \$10 threshold.

### **For Pro Affiliates, there are no minimum payout thresholds.**

Any affiliate commissions are only paid after the license has been active for more than 30 days, to protect against any customer cancellations, refunds, or chargebacks. For example, if someone you refer purchases a paid AudioHero license on Feb 10th, that referral becomes "active" on March 10th and you will be paid on the next payment period (sometime between April 1st - 15th, see below for Payment Schedule).

### **Commission percentages are based on your Affiliate Level.**

When you sign-up, you'll start out as a **Standard Affiliate**.

After you have referred 50 people who purchased Audio Hero, you become a **Pro Affiliate**.

#### **Standard Affiliate**

- 30% Recurring Commission, while active.
- \$10 Minimum Payout

#### **Pro Affiliate**

- Affiliates that have referred 50 subscribers
- 50% Recurring Commission, while active.
- No Minimum Payout
- Free 1 Year HERO plan upgrade for yourself

### **Receiving your Free AudioHero License Upgrade**

Once you've reached Pro Affiliate Status, a unique redemption code along with instructions, will be emailed to the email address associated with your affiliate account.

**All commissions are recurring. You will continue to receive your commission for every payment that we receive each month for monthly licenses subject to terms of Termination below. Likewise, you will also receive a recurring annual commission for any annual accounts that you refer.**

### **Payments**

Commissions are paid via PayPal and **only** via PayPal. We cannot send checks, pre-paid credit cards, or cash. You are required to have a PayPal account to receive commissions. If you don't have a PayPal account you can sign up for one at any time, but you will not be paid until you have one.

## **Payment Schedule**

Our payment period happens quarterly of calendar year. If you are a Standard or Pro Affiliate and you haven't earned \$10 since your last payment, we'll pay you on the next payment period after you've crossed the \$10 commission threshold. Payments are only made via PayPal.

**Please Note:** Commissions are paid after the license has been active for more than 30 days. For example, if someone you refer purchases a paid license on Feb 10th, that referral becomes "active" on March 10th and you will be paid on the next payment day (April 1st).

## **Compliance with Laws**

As a condition to your participation in the PROGRAM, you agree that while you are a PROGRAM participant you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a PROGRAM participant. Without limiting the foregoing obligation, you agree that as a condition of your participation in the PROGRAM you will comply with all applicable laws (federal, state, provincial or otherwise) that govern marketing email, including without limitation, the CAN-SPAM Act of 2003 and all other anti-spam laws.

## **Termination**

AudioHero, 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, or any other AudioHero service, for any reason at any time. Such termination of the Service 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. AudioHero reserves the right to refuse service to anyone for any reason at any time.

Additionally, AudioHero in its sole discretion has the right to terminate the PROGRAM at any time. If the PROGRAM is terminated, payment of any future commissions are terminated including recurring payments for prior referral purchases.

## **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.

## **Limitations 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 PROGRAM, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the PROGRAM will not exceed the total referral fees paid or payable to you under this Agreement.

## **Disclaimers**

We make no express or implied warranties or representations with respect to the PROGRAM or any products sold through the PROGRAM (including, without limitation, 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.

## **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 WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

## **Arbitration**

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in Toronto, ON, Canada, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any court in the province of Ontario (and you consent to nonexclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the Canadian Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

## **Miscellaneous**

This Agreement will be governed by the laws of Canada and the province of Ontario, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be 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 to subsequently enforce such provision or any other provision of this Agreement.

The failure of Audio Hero to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and AudioHero and govern your use of the Service, superseding any prior agreements between you and AudioHero (including, but not limited to, any prior versions of the Terms of Service).

## **Modification**

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and the PROGRAM rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in AudioHero.com's Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.