

Affiliate Marketing Agreement

1. Overview:

Affiliates are an important part of spreading Blink Lesson. This agreement contains the terms and conditions that apply to your participation as an Affiliate of Blink Lesson LLC.

The Affiliate Marketing Program managed by or on behalf of Blink Lesson LCC exists to help promote Blink Lesson software and services. All active affiliates must be qualified by Blink Lesson LLC and have an existing business, website or other promotional platform to promote our services. In exchange for qualified referrals to Blink Lesson, affiliates will earn a referral commission.

2. Affiliate Qualifications: Affiliates must meet the following qualifications before they receive a referrer ID and can start receiving commissions. These qualifications are continually binding.

- a. Talk with a Blink Lesson representative or have a Blink Lesson account with activity (have activated and tested out in a session) .
- b. Own or represent a business, website or other promotional platform that has some connection to the music and or music education industry, and creates content in English.
- c. Consistently promote Blink Lesson through your business, platform or other means. We do not have strict rules about what you must do to promote Blink Lesson, only that, to maintain your affiliate status, you consistently do something.

3. Affiliate Forbidden Actions

- a. **Click Fraud:** Affiliate shall not, either directly or indirectly, act, encourage or require users to click on links to blinklesson.app or generate clicks through any means that could be reasonably interpreted as coercive, incentivized, misleading, malicious, or otherwise fraudulent.
- b. **Inappropriate Content:** Affiliate shall not place any link on a page or screen that contains content that: incites, encourages, advocates or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; incites, encourages, advocates or promotes illegal activities including, but not limited to, violence against persons or property, terrorism,

armed insurrection, piracy or treason; incites, encourages, advocates or promotes the sexual abuse or exploitation of children and minors; violates the intellectual property rights of third parties; or contains or promotes deceptive information.

- c. **Own Purchase:** Affiliate shall not use their own affiliate link in order to receive commission from their own Blink Lesson purchases.
- d. **Demoing:** Affiliates are not independent sales representatives of Blink Lesson and should not give official demos of the software. Affiliates should direct their customers or readers to Blink Lesson for demos or detailed product information.

4. Blink Lesson Obligations

- a. **Affiliate Personal Subscription:** Blink Lesson LLC has no obligation to give affiliates a free or reduced subscription of its software or any other service.

5. **Qualified Referral:** A new person or organization which signs up for Blink Lesson service and has been qualified as legitimately referred by an Affiliate. The process works as follows:

- a. There are two ways you can refer people to blinklesson.app.
 - i. We will set up a specific page on our website you can point people to. This will be `blinklesson.app/yourname`.
 - ii. You will receive an affiliate code which can be added to any blinklesson.app URL. For example, if your code is "boyw", anytime you link to blinklesson.app you should add `?afl=boyw` to the end of the url.
- b. Using either method above, our website will grab your code and store it as a cookie in the user's browser for 30 days. If the user signs up for a plan or demo, the system will mark they were referred by you.
- c. We will pay you commissions for subscribed Organizations which have you as the referral source.

6. Affiliate Referral Commission:

- a. **25% of combined monthly fees for all staff in the organization for six months from sign up date.**
- b. For U.S. residents, commission are paid via check mailed by the 15th of each month. For those outside of the U.S., you will be paid via Paypal. If one or

more of your qualified referrals is within their 6-month period, you will receive the portion due to date. If you are paid via Paypal, applicable Paypal fees will be deducted from your total.

- c. Refunds: If Blink Lesson issues a refund to any of your qualified referrals for any reason for a payment made by them within the 3-month period, your commission will reflect a negative amount.
 - d. Income tax: You are required to pay all applicable taxes on commissions earned. If your commissions in a given year exceed \$600 and you are a U.S. resident or citizen, we will require you to fill out a W9 form in order for us to report earnings to the IRS on form 1099.
7. **Indemnification:** Both parties, agree to indemnify, defend, and hold harmless Blink Lesson LLC from and against all claims and actions, losses, and all expenses (including legal and investigation fees) incidental to such claims or actions arising out of damage to property and/or injury, sickness, or disease to persons (including death), infringement of civil rights, claim for breach of warranty, design defect, negligence, product liability, any similar claim, or other tortious acts based on the negligent acts or omissions or willful misconduct of either Party or anyone acting under the direction or control or on the behalf of the indemnifying Party in the course of this Agreement. If any claim is made against a Party for which indemnification is sought under this Section, each Party shall consult other Party and, subject to being secured to its reasonable satisfaction, shall co-operate in relation to any reasonable request made by the requesting Party.
8. **Termination:** Blink Lesson LLC may terminate this Agreement without cause at any time and without notice. Blink Lesson LLC reserves the right to change the terms and conditions of this agreement, but any changes will not be applied or go into effect until the agreement is agreed to and signed by the affiliate marketer.

Name (first & last printed): _____

Business Name: _____

Address: _____

City: _____

State: _____

Post Code: _____

Country: _____

Phone: _____

Email: _____

If outside the U.S., enter your Paypal email. If not applicable enter "NA":

Signature: _____ Date: _____