

## **TERMS AND CONDITIONS FOR AFFILIATES OF SOLIVAGANT LEGAL, LLC**

Thank you for your interest in becoming a Solivagant Legal affiliate! Due to the nature of the products we sell, we need to be a little more fastidious with the details of our Affiliate Program. These Terms and Conditions lay out your roles and responsibilities as a Solivagant Legal Affiliate (“Affiliate,” “you”), and our roles and responsibilities to you. They govern mandatory and prohibited behaviors. In order for us to approve you as an Affiliate, we need you to understand and agree to the following Terms and Conditions:

### **I. What is the Solivagant Legal Affiliate Program (“Affiliate Program”)?**

Through the Affiliate Program, approved Affiliates promote our products (in accordance with the guidelines outlined in these Terms and Conditions) offered for sale on our website, <http://www.solivagantlegal.com>, (“website”), and in exchange, receive a commission when someone purchases one of more of our products through their Affiliate link.

### **II. How does the Program work?**

Upon approval by us, you will receive an email from us with a short guide to help you succeed in our Affiliate Program. You will also receive an Affiliate link. This is a hyperlink specific to you and your Affiliate registration that contains tracking properties so that if someone is directed to our website and purchases products from us through your Affiliate link, our Affiliate processing system recognizes that the Affiliate link is attached to you, and you will receive a commission of 30% of the purchase price for that purchase, via PayPal. At this time, all Affiliates in our Affiliate Program receive 30% commission, even if they are just starting out. We may entertain a special program for our highest performing Affiliates at some point in the future, at which point these Terms and Conditions will be revised to reflect this.

Once you begin sharing your Affiliate link, you will be able to track statistics such as the number of people who have clicked on your link and the number of sales you have generated.

#### ***Commission Payments***

All commission payments are paid to you via PayPal. When you register for our Affiliate Program, you will enter your PayPal information. PayPal handles all processing of payments to you from us.

### **III. Affiliate Roles and Responsibilities**

In order to be accepted as an Affiliate, you need to review, understand and agree to the following:

- a. You are at least 18 years old.
- b. Your registration and log-in information is unique to you and must not be shared with anyone else. This is particularly important. You agree to indemnify us against any and all claims arising from your intentional or inadvertent disclosure of your registration and log-in information, including, but not limited to, username and password. You agree that we are not responsible or liable for any damages arising from someone else using your registration and log-in information. If you become aware that someone has access to your registration and log-in information or has used your registration and log-in information, you must contact us immediately at [mairin@solivagantlegal.com](mailto:mairin@solivagantlegal.com).
- c. You warrant you have not provided a false name, email address, or other false personal information, nor have you entered the personal information of another individual.
- d. You must keep all of your account information, including contact information, current at all times.
- e. You must agree to receive email communications from us about your Affiliate account, promoting us, updates, and any and all other communications. Please make sure our email address is not blocked by your email provider. Please mark both [mairin@solivagantlegal.com](mailto:mairin@solivagantlegal.com) and [hello@solivagantlegal.com](mailto:hello@solivagantlegal.com) as "safe" so you will receive our communications in your inbox.
- f. You agree to read and review the Affiliate guide you will receive upon acceptance into our Affiliate Program.
- g. You understand and agree that any guidelines or terms in our Affiliate guide or our email communications to you as an Affiliate that are not specifically listed in these Terms and Conditions are automatically incorporated herein by reference.
- h. You are responsible for maintaining your Affiliate account and Affiliate link. We are not responsible or liable for you not receiving commission payments if your Affiliate link is not correctly formatted, or you are not using the correct link.

- i. **When you promote us, you make clear that you are not employed by us, and that you are a third party. You must disclose your Affiliate relationship with us, and that you receive a commission from any sales derived from your Affiliate link.**
- j. You agree that as an Affiliate, you are an independent contractor, not an employee. No partnership, joint venture or any other entity is created between you and us when you are accepted as an Affiliate.
- k. **You understand and agree that you are also not a client of Solivagant Legal or Mairin Van Shura. No attorney client relationship is created between us and you, or between us and anyone you promote us to. You cannot promote us as a law firm, because we are not a law firm.**
- l. You agree to correspond with us promptly. We doubt we will need to contact you with questions about your account, but if we do, please respond quickly.
- m. **You must comply with all relevant laws and regulations, including, but not limited to, the CAN-SPAM Act requirements for email marketing, if you intend to use our Affiliate link in your email marketing. If you have questions about the CAN-SPAM Act and whether you're compliant, please direct them to [mairin@solivagantlegal.com](mailto:mairin@solivagantlegal.com).**
- n. You understand and agree that we must process a minimal amount of your personal information. We may store your name and email address in our CRM so that we can contact you if necessary. We take every commercially reasonable precaution available to keep your information secure and safe. You understand and agree, however, that there is always a risk when transmitting personal information, and you agree that we are not responsible or liable for any inadvertent disclosure of your personal information.
- o. Your PayPal payment information is stored on PayPal's servers and is governed by PayPal's Privacy Policy.
- p. You understand and agree that all payments are processed through PayPal. If you have questions or issues with receipt or delay of payments, they must be directed to PayPal.
- q. You are permitted to use your Affiliate link in Facebook ads, subject to these Terms and Conditions.

- r. You agree to keep these Terms and Conditions and the details of our Affiliate Program confidential, unless and until you have prior written permission from us.
- s. You agree to use the information and any materials we provide you in conjunction with your participating in our Affiliate Program for the sole purpose of promoting us, in accordance with these Terms and Conditions.
- t. You understand and agree that if you have any questions about certain situations with regards to the permissibility of promoting us, please contact [mairin@solivagantlegal.com](mailto:mairin@solivagantlegal.com) ASAP.
- u. **You understand and agree that if you breach any of the Terms and Conditions herein, you will be removed from the Affiliate Program immediately, and you will forfeit any outstanding commissions due.**

#### **IV. Prohibited Affiliate Activities**

- a. You must not disparage or demean Solivagant Legal or Mairin Van Shura on any webpage, social media, email, or any other forum or platform. If you have an issue with us or our Affiliate Program, please direct it to [mairin@solivagantlegal.com](mailto:mairin@solivagantlegal.com) and we will do our best to resolve the problem ASAP.
- b. You must not purchase our products using your own Affiliate link.
- c. With regard to social media, you cannot use the Solivagant Legal name in the header or name of your Facebook page or Facebook group, or the handle of your Instagram account.
- d. You must not promote us or use your Affiliate link on any websites of questionable repute. If you have doubts about a particular website, please contact [mairin@solivagantlegal.com](mailto:mairin@solivagantlegal.com). As a guideline, you must not promote us or use your Affiliate link on any websites that:
  - i. Promote illegal activity, sexually explicit material, political views or are political in nature
  - ii. Are discriminatory on the basis of gender, religion, race or sexual orientation.

#### **V. Intellectual Property**

## ***Our Ownership of IP***

We own all trademarks, copyrights, and any other intellectual property rights in our website and our products. This includes, but is not limited to, all website and social media content, including design, marks, photographs, client-only features, graphics, text, videos and all other media and source code, digital downloads or other materials, digital or non-digital created by us and available through our website, either by download or email from us, and any other form of Solivagant Legal-created content or information, (collectively, “Intellectual Property”).

As an Affiliate, you are not permitted to **modify, duplicate, reproduce, sublicense, share, reassemble, upload, change, post, transmit, transfer, distribute, sell, publish, license, display, republish, create derivative works of or alter our Intellectual Property in any way apart from the limited permissions granted in these Terms and Conditions, without prior written approval from us. Please direct any requests for permission to [mairin@solivagantlegal.com](mailto:mairin@solivagantlegal.com).**

To clarify that paragraph of legalese, in promoting us, you have to create your own content and your own testimonials, or gather content and testimonials from others. You cannot use our Intellectual Property, as defined above. If you would like to share content from our Facebook group, [Legal Tips for Online Entrepreneurs & Nomads](#), our [Instagram](#) in conjunction with your Affiliate link, please contact [mairin@solivagantlegal.com](mailto:mairin@solivagantlegal.com) for approval. Most uses are not permitted because we need to have control over our content, but we might be able to work together to find a mutually agreeable solution.

## **VI. Change and Modifications**

We reserve the right to make changes to these Terms and Conditions at any time, without prior notice to you. When we make impactful changes to these Terms and Conditions, we will notify you of said changes. By continuing to participate in our Affiliate Program, you are consenting to any modifications to our Terms and Conditions.

## **VII. Availability of Our Website**

We cannot guarantee that our website, <http://www.solivagantlegal.com>, will be available at all times. We may experience problems, or our website may be temporarily down for maintenance purposes, that may result in your inability to use our website. You agree that we are not liable or responsible for any losses or damages stemming from your inability to access our website or our products.

## **VIII. Linking to Our Website from Your Website**

In conjunction with your role as an Affiliate, we permit you to link to our website, provided that:

1. You attribute, indicating us as the proprietor
2. Your Website does not in any way promote or engage in unlawful conduct or conduct that violates the provisions of our Terms and Conditions herein
3. You agree not to frame our website or otherwise alter its appearance
4. Your linkage to our website is from a website you own all intellectual property rights to
5. You agree linking to our website does not grant you a license to or any proprietary rights in our website
6. Your linkage and any associated comments with that linkage do not suggest your linkage to our website is an endorsement by us of your website or any products or services promoted by your website, and other third parties linked to your website, your website's affiliates, and/or your website's advertisers
7. Your linkage and any associated comments with that linkage make clear that you are a third party affiliate of us, not an employee, joint venture, partner or other legal entity with us
8. You agree that you will remove any links to our website immediately upon our request.

#### **IX. Third Party Websites**

Our website may contain links to third party websites. If you choose to click on a third party website from our website, you leave our website and are no longer bound by our Terms and Conditions. We are not liable or responsible for any of the content, practices or conduct of any third party websites linked to our website. We are not liable for any damages resulting from your use of a third party website linked to our website.

#### **X. Ads on Our Website**

While you are using our website, you may see third party advertisements. We are not responsible in any way for the content provided in the advertisements or the practices of the companies offering the advertisements. An advertisement appearing on our website is not an endorsement by us of the product or service advertised or of the advertising company's content, conduct, products or services. We make no guarantees, accept no responsibility and are not liable for any damages stemming from any of the products or services advertised.

## **XI. External/Third Party Links on Our Website**

Our website may contain links to websites not maintained or controlled by us. These websites are governed by their own policies. Our inclusion of any third party links does not in any way guarantee the accuracy or adequacy of any information contained on these third party websites. In addition, a link to a third party website on our website is not an endorsement of all content of the third party site, the website's conduct, practices, and policies, or any product or service promoted or offered by the third party site. We make no guarantees, accept no responsibility and are not liable for any damages stemming from any of the products or services offered by any third party websites, or your use of the information provided by any third party website.

## **XII. No Warranties**

Your use of our website is voluntary and at your own risk. All information on our website, including any products or services, is provided on an "as is" basis. We make no representations or warranties of any kind, express or implied, as to the information, products and services provided on our website. We disclaim all warranties, to the fullest extent permitted by law.

## **XIII. Limitation of Liability**

TO THE FULLEST EXTENT ALLOWED BY LAW, WE ARE NOT LIABLE NOR DO WE ACCEPT ANY RESPONSIBILITY FOR ANY LOSSES OR DAMAGES CAUSED BY OR RESULTING FROM YOUR USE OF OUR WEBSITE, PRODUCTS, AND SERVICES. BY USING OUR WEBSITE, PRODUCTS, AND SERVICES, YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY RESULTS DERIVED FROM THAT USE. YOU AGREE THAT WE ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, ARISING OUT OF YOUR USE OF OUR WEBSITE, PRODUCTS, AND SERVICES.

BY USING OUR WEBSITE, YOU AGREE TO OUR LIMITATION OF LIABILITY AND RELEASE US FROM ALL CLAIMS.

## **XIV. Indemnification**

You agree to defend, indemnify and hold harmless Solivagant Legal, Mairin Van Shura, our website, our employees, successors, joint venture partners, and any other parties working with us, from any and all demands, claims, damages, losses, demands, actions, costs, expenses and judgments, arising out of your use of our Website, your participation in our Affiliate Program, your violation of any of our Terms and Conditions,

and your breach of any of your obligations or warranties under the Terms and Conditions.

We will make reasonable efforts to notify you of any action subject to this indemnification.

## **XV. Termination**

We reserve the right, without limiting any other provision in these Terms and Conditions, in our discretion, to deny anyone who violates any provision of these Terms and Conditions, or any applicable law or regulation, access to our website at any time. In addition, we reserve the right, to terminate our relationship with any Affiliate at any time at our sole discretion, without notice to you. If we elect to terminate our Affiliate relationship with you/remove you from our Affiliate Program, you will be notified via the email address you provided upon registration in our Affiliate Program, and paid all outstanding commissions due, as quickly as is reasonably and feasibly possible.

**If you are removed from our Affiliate Program because you have breached any of these Terms and Conditions, you will be removed immediately, and you will forfeit any outstanding commissions.**

You have the right to leave our Affiliate Program at any time without notice to us. If you're leaving on account of a perceived problem with our Affiliate Program, please let us know at [mairin@solivagantlegal.com](mailto:mairin@solivagantlegal.com) so we can work to rectify the problem if possible.

## **XVI. International Users**

Our company is owned and operated in South Carolina in the United States of America and our website and these Terms and Conditions are controlled by applicable laws in this jurisdiction. We do not represent or warrant that our website, products, or services are available or appropriate outside the United States of America. If you use this website from a location outside of the United States, you agree to abide by your country's applicable laws as they relate to accessing our website.

## **XVII. Disputes and Governing Law**

Our goal is to first minimize any and all disputes and second, resolve any disputes amicably. By using our website and participating in our Affiliate Program however, you waive your right to bring any claims arising out of your use of our website, products and our Affiliate Program. In the event of a dispute arising out of your use of our website,

products, or our Affiliate Program, you consent to binding arbitration in South Carolina, in the United States.

If for any reason, any dispute is not resolved in arbitration, the dispute will be litigated in the courts of South Carolina, in the United States.

### **XVIII. Waiver and Reservation of Rights**

We reserve all of our rights not expressly delineated in these Terms and Conditions. In addition, any waiver of any breach of any provision under these Terms and Conditions will not operate as a waiver of any subsequent breach.

### **XIX. Severability**

If any portion of these Terms and Conditions is deemed to be void or unenforceable, that portion is severable from these Terms and Conditions and does not impact the enforceability of the remainder of these Terms and Conditions.

### **XX. Entire Agreement**

These Terms and Conditions constitute the entire agreement between us and you and supersede any prior agreements or communications between us and you.

### **XXI. Contact**

If you have any questions or issues about anything related to acceptance into our Affiliate Program, permissible content or promotion practices, please contact [mairin@solivagantlegal.com](mailto:mairin@solivagantlegal.com). Payment issues such as delayed or missing payments should be directed to PayPal's Customer Service at 1 (888) 221-1161.

**Updated: April 8, 2020**