

## **Affiliate Program Agreement**

These **Affiliate Program** Agreement ("Agreement") govern participation in the THETHINGTHAT LLC Affiliate Program ("Program"). By signing up and participating, you agree to the following:

## 1. Eligibility

- Participation is open to individuals residing in the United States who are at least 18 years old.
- THETHINGTHAT LLC reserves the right to approve or decline any application at its discretion.

## 2. How the Program Works

- Once approved, you will receive a unique affiliate code ("Affiliate Code").
- You may share this code with friends, family, followers, or your community.
- Each time your Affiliate Code is used in a purchase, you will earn a commission percentage based on the monthly tier of your code usage.

#### 3. Passive Income Commission

- You will earn a percentage of each eligible sale made with your Affiliate Code.
- Commission is based on the number of code usages per calendar month, increasing as you move up tiers.
- Earnings are considered passive income you are not required to spend money or make purchases to participate.

## Step-Up Tier Structure (Code Usage Per Month):

- Tier 1: 1–10 code usages → 5% per usage
- Tier 2: 11–50 code usages → 10% per usage
- Tier 3: 51–100 code usages → 15% per usage

 Tier 4: 100+ code usages → Commission percentage to be discussed and customized

Note: Code usage count resets at the start of each month.

#### 4. Tracking & Reporting

- Affiliates will have access to reporting tools (dashboard, statements, or email reports) to track code usage, commissions earned, and payout history.
- Tracking is handled by THETHINGTHAT LLC, and our data will be considered final in case of discrepancies.

## 5. Payment

- Payments are processed monthly, with a minimum payout threshold of [\$XX].
- Payments will be made via [PayPal / Bank Transfer / Store Credit], as selected during enrollment.
- Store credit payouts, if chosen, will be issued within 24–48 hours.
- Affiliates are responsible for maintaining accurate payment information.

#### 6. Fraud Prevention & Exclusions

- Commission does not apply to taxes, shipping fees, gift cards, wholesale/bulk orders, or refunded/canceled transactions.
- Affiliates may not use their own Affiliate Code for personal purchases.
- Any attempt to manipulate the system (e.g., fake orders, selfpurchases, bulk discount abuse) will result in withheld commissions and potential termination.

## 7. Taxes & Legal Compliance

- Affiliates are independent contractors, not employees or partners of THETHINGTHAT LLC.
- Affiliates are solely responsible for reporting and paying any applicable taxes on earnings received.

#### 8. Affiliate Conduct

- Affiliates agree to promote products in a truthful, ethical, and legal manner.
- The following activities are strictly prohibited:
  - Spam (email, social media, or messaging platforms).
  - Misleading or false advertising.
  - Paid ads that directly bid on our brand name without prior written consent.
  - Content that is offensive, illegal, or harmful to our reputation.

## 9. Marketing & Promotion

- Affiliates may share their code through social media, blogs, websites, email newsletters, or word of mouth.
- By participating, you grant THETHINGTHAT LLC permission to repost or share your promotional content, images, or testimonials that feature our products for marketing purposes.

## 10. Confidentiality

 Affiliates may not disclose specific commission percentages, payment terms, or private Program details to third parties without written approval.

#### 11. Termination

- Affiliates may terminate participation at any time by providing written notice.
- THETHINGTHAT LLC reserves the right to terminate an affiliate's participation immediately if these Terms are violated.
- Upon termination, unpaid commissions that are under investigation for fraud or violation may be forfeited.

### 12. Program Changes

- THETHINGTHAT LLC may modify or terminate this Program at any time with written notice.
- Continued participation constitutes acceptance of any updates.

## 13. Dispute Resolution

- Any disputes arising under this Program shall be resolved through binding arbitration in accordance with the laws of the State of New Jersey.
- Both parties agree to waive the right to participate in class-action claims.

## 14. Liability Disclaimer

- THETHINGTHAT LLC is not responsible for technical issues, tracking errors, delays, or other factors beyond our control.
- Participation does not establish any employment, partnership, or agency relationship with THETHINGTHAT LLC.

# Agreement & Signature

By signing below, the Affiliate acknowledges that they have read, understood, and agreed to abide by these Terms & Conditions.

Affiliate
Name:
Signature:
Date:
THETHINGTHAT LLC Representative Name:
Signature:
Date: