General Affiliate Terms and Conditions

Affiliate Responsibilities.
Affiliate recognizes and agrees they will use their best efforts to promote and market Ultralux products. Affiliate will be provided with a discount code, link, or other trackable method which will be utilized to track sales of Ultralux products directly attributable to Affiliate's code. Affiliate shall have access provided to them by Ultralux to track these sales as well. Affiliate will be given a username and password and have the ability to enter a password-protected site to receive Affiliate sales statistics on a daily basis. Do not share this.

The FTC has clearly defined best practices for affiliate marketers, and Affiliate must comply with these practices while performing Affiliate duties as a Affiliate.

Download and review the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising: http://ftc.gov/os/2009/10/091005revisedendorsementguides.pdf, and the FTC's Disclosures 101 for Social Media Influencers:
https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf

When publishing posts/statuses about UltraLux Health or UltraLux Health's Products or services on Affiliate's website, social media, video format or any other medium, Affiliate must clearly disclose that Affiliate is a UltraLux Health and Affiliate "material connection" to UltraLux Health, including that Affiliate were given any consideration, were provided with certain experiences or are being paid for a particular service. The above disclosure should be clear and prominent and made near any statements that Affiliate make about UltraLux Health or UltraLux Health's products. This disclosure is required regardless of any space limitations of the medium (e.g., Instagram), where the disclosure can be made via Hashtags, e.g., #sponsored.

Affiliate's statements should always reflect Affiliate's honest and truthful opinions and actual experiences. Affiliate should only make factual statements about UltraLux Health or UltraLux Health's Products that Affiliate knows for certain are true and can be verified. Affiliate must not misrepresent Affiliate as a "typical result" or as a "typical customer" when Affiliate promotes UltraLux Health Products. Affiliate must be transparent and authentic.

Affiliate agrees to avoid sites or use verbiage making medical claims regarding UltraLux Health's Products or services (i.e., "the curing or recession of a disease or ailment").

Limited License and Affiliate Conduct.

UltraLux Health GRANTS Affiliate A NON-EXCLUSIVE, NON-TRANSFERABLE, REVOCABLE RIGHT TO (i) ACCESS ITS SITE THROUGH THE LINKS IN ACCORDANCE WITH THE TERMS OF THIS

AGREEMENT, AND (ii) SOLELY IN CONNECTION WITH SUCH LINKS AND UNDER THE CONDITIONS PROVIDED FOR HEREIN, TO USE ITS LOGOS, TRADE NAMES, TRADEMARKS AND SIMILAR IDENTIFYING MATERIAL RELATING TO UltraLux Health (COLLECTIVELY, THE "LICENSED MATERIALS"), FOR THE SOLE PURPOSE OF SELLING PRODUCTS ON AffiliateR SITE FOR UltraLux Health. Affiliate MAY NOT ALTER, MODIFY, OR CHANGE THE LICENSED MATERIALS IN ANY WAY WITHOUT WRITTEN PERMISSION. Affiliate ARE ONLY ENTITLED TO USE THE LICENSED MATERIALS WHILE Affiliate ARE A PARTNER IN GOOD STANDING.

All marketing efforts of Affiliate, including but not limited to, blog posts, social media statuses, tweets and/or comments should be in good taste and free of profane or inappropriate language and/or any content promoting bigotry, racism or discrimination based on race, gender, religion, national origin, disability, sexual orientation, physical disability or age. To that end, Affiliate agrees to avoid sites that promote in any way (i) sexually explicit material or violence; (ii) discrimination based on race, gender, religion, national origin, sexual orientation, physical disability or age: (iii) illegal activities; and (iv) hate speech or hate of any kind.

Affiliate agrees to act professionally and positively when promoting Ultralux products, to maintain the highest ethical standards and to avoid even the appearance of impropriety. Affiliate agrees that Affiliate will not utilize spam, or send junk or unqualified traffic, in promoting UltraLux Health and UltraLux Health Products. This includes twitter spam and social media spam. Doing so will result in the immediate termination of Affiliate account with a cancellation of any pending commissions. Affiliate will also be held in violation of this Agreement and subject to legal action and be held liable for any financial loss incurred by UltraLux Health. Any service interruptions to UltraLux Health's website as a result of spamming will be billed to Affiliate at $500 per hour until service is restored.

For purposes of this Agreement, spam is defined as emailing anyone regarding UltraLux Health, in bulk or by single mailing, who has not specifically requested the information directly from Affiliate. Any type of advertisement about UltraLux Health posted to a newsgroup or chat room not sponsored by the UltraLux Health Partner program is considered spam.

An exception to this definition is mailing to appropriate opt-in mailing lists when the source does the mailing on Affiliater behalf. However, Affiliate must use extreme caution when choosing an opt-in mailing list company. Using anything but the most reputable sources could generate spam complaints against UltraLux Health resulting in Affiliate suspension or termination.

Affiliate must not post personal coupon codes or login information where Affiliate receives special pricing on any coupon code sites or forums or on any UltraLux Health social media advertisements, promotions or any other UltraLux Health pages, posts or groups. To do so is in violation of this Agreement, which will disqualify Affiliate from receiving commissions and may result in your suspension or termination from the UltraLux Health Partner Program. UltraLux Health reserves the right to disable any code that is found or

promoted on any coupon code site, including Reddit or any other social media forum dedicated to coupon codes and discounts.
Affiliate agrees that UltraLux may update, edit, modify and add its logo to any photos that Affiliate sends to UltraLux Health. It is your responsibility to obtain approval from the photographer before you send the photos to UltraLux Health.

In utilizing the resources of UltraLux, you agree that you will display on your site only those graphic images (indicating a Resource) that are provided by us, or that you create in good taste as determined by UltraLux Health. All Resources may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of UltraLux Health and you. Affiliate agrees that each Resource connecting users of your site to the pertinent area of the UltraLux Health site will in no way alter the look, feel or functionality of UltraLux Health's site.

Affiliate may include information about UltraLux in email acknowledgement messages for orders and inquiries that Affiliate receive so long as it is stated up front that Affiliate will be sending them an acknowledgement.

Promotion or sale of Ultralux products through Google Shopping, Amazon, eBay, or other product listing ads or sites (either owned or not owned by you) is prohibited unless express written permission is provided by UltraLux Health.

Affiliate agrees they will not utilize the Ultralux brand in any other means that could reasonably lead to confusion in the marketplace, such as alternative use of the Ultralux name such as Ultralux Canda, Ultralux Water, or the like.

Payment.

Affiliate will be paid a commission, if they choose, based on the sales they are able to generate through their unique affiliate code/link. Payment will be paid to affiliate for these commissions according to the following:

- Affiliate will receive _____% of every dollar of revenue generated through their unique affiliate code/link
- These commissions will be paid to the Affiliate before the 5th day of every month

Alternative Dispute Resolution/Governing Law

Should any dispute arise related to this Agreement, the Parties agree to engage in mediation. Should mediation prove unsuccessful, the Parties will then be free to pursue legal remedies available at law.

This Agreement shall be governed and construed in accordance with the laws of the United States and the state of Utah; in the event of any conflict, the laws of Utah will govern. Affiliate consent to the jurisdiction of the District Courts for Utah County, Utah and the U.S. District Court for the District of Utah

for any dispute arising out of this Agreement. Affiliate agree that in the event of any breach or threatened breach by Affiliate, UltraLux Health may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect UltraLux Health against any such breach or threatened breach and reimbursement of UltraLux Health's attorneys' fees and costs.

Indemnification.

Each party (an “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (the “Indemnified Party”), its affiliates, and each of their directors, officers, employees, and agents from and against all claims, suits and proceedings and any and all related liabilities, losses, expenses, damages and costs (including, without limitation, reasonable attorneys’ fees) (collectively, “Losses”) incurred by the Indemnified Party, relating to or arising out of the breach by the Indemnifying Party of any of its duties, obligations, representations or warranties under this Agreement.

An Indemnified Party will (i) promptly notify the Indemnifying Party of any claim, suit, or proceeding for which indemnity is claimed (but the Indemnifying Party shall be relieved from liability only to the extent any delay in providing such notice prevents the Indemnifying Party from defending such claim, suit or proceeding); (ii) cooperate reasonably with the Indemnifying Party at the Indemnifying Party’s expense; and allow the Indemnifying Party to control the defense or settlement thereof. The Indemnified Party will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense.

Entire Agreement.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be altered or amended except in writing signed by both parties.