

# **AFFILIATE TERMS & CONDITIONS 10.16.24**

By enrolling as an Affiliate representative for She Can't Be Stopped, you hereby agree to the following:

## PART ONE: REPPING THE BRAND

## • Be a Good Brand Steward.

The Affiliate / Company relationship can best be successful and summarized by thinking about it as a mutually beneficial one. We won't try to make long, painful lists of rules. We want you to build a successful brand around yourself loving what we do at SHE CAN'T BE STOPPED and considering what is best for you, your income, and the health of the SHE CAN'T BE STOPPED brand and business. Considering any questions you might have about representing the brand through that lens will likely help you answer any questions about what and how to promote SHE CAN'T BE STOPPED (SCBS) and / or (the Company).

In return, we believe in YOU! And want to hold you up on a pedestal as well sharing your best creations, powerful self, and help promote you and your ideas as we share SCBS as a Company.

## Authorized assets.

We'll provide you with a few simple and basic assets, interesting and helpful content, as well as general guidelines on what and how to talk about products you might be representing. You can find these things in your Media area of the Affiliate Dashboard. Be sure to make them look like YOUR PERSONAL brand sharing SCBS.

Keep in mind there are FDA and FTC guidelines and "sensitivities" on what can and cannot be claimed about various ingredients, the benefits of products and their results, etc. Informational assets from SCBS will attempt to help you with this, however it's always impossible to anticipate anything that might be created. We'll share helpful documents and talking points around products and promotions to give you direction on the best tactical information to include as you Create.

#### Authentically and Accurately

Within content / compliant with laws and regulations of the city, state, federal and other applicable jurisdictions, and in compliance with these conditions, we require you to commit to do your best at all times to always represent the brand and its products, employees, officers, owners, investors, and other creators as authentically and accurately and honestly as possible. Disparagement, public critical communications, etc. Will not be tolerated in the Company and are considered unprofessional behaviors.

Framing everything you promote as your OWN PERSONAL OPINION is a great way to always start content. Thoroughly reviewing assets and promotional information will also be helpful.

Should any concerns arrive, you'll be contacted by email and / or text message by SCBS and asked to either remove or modify content. You agree you will do so promptly at the request of the Company.

As a Creator of assets for SCBS for commission, you agree to have any / all content you create accessible to / able to be leveraged by the Company (SCBS) at any time and in any way the Company might see fit and you as an Affiliate understand you're authorizing this use and promotion of your content. You understand the company may request you sign an additional model and content release / agreement for no additional compensation.

#### • Self as Affiliate

SCBS is an opportunity for you to build your personal brand and personal income. We strongly encourage creativity and quality as you create to promote yourself and earn. There are not any guidelines for promotion nor constraints on where and how you sell outside of the MAPPolicy (see below).

#### • Be a Good human.

Mostly, we love you and we believe in you and we all want to be good humans in business together. Be respectful in your communications. Have integrity with your customer and all other business relationships (do what you say you're going to do when you say you're going to do it), and operate in the spirit of benefiting both yourself and your personal brand while helping lift the reputation and professionalism of the Brand and the Company as well as any other Affiliates or Creators with whom you might interact. In other words, help the tide rise because the rising tide lifts EVERYONE's boat.

Any actions deemed by the Company deemed not professional or otherwise fraudulent, dishonest, unethical, or not in line with the standards of the brand can and likely will result in dissociation with the brand as an Affiliate. A probationary period may or may not be granted at the discretion of the Company.

#### • Be YOU.

Mostly, we love that SCBS gives YOU an opportunity to SHINE as yourself. Use your interests, audiences, talents, and passions to generate sales and interests with your customers and audience. We strongly recommend that you keep your name and face tightly associated with the audience you build and already have association with so you can best manage and monetize your influence for a long, long time to come.

#### PART TWO: BUSINESS RELATIONSHIPS

# Customer & Affiliate Commitments

As an Affiliate, you understand and agree that you are also accepting and will operate under the SCBS Customer Terms and Conditions. This includes but is not limited to programs such as Customer Loyalty points (FUNFunds) which you are entitled to and can / will earn as an Affiliate as well as all other customer service and code of conduct policies and terms. Failure to comply with any of the Customer Terms and Conditions carry the same termination conditions as this agreement states.

You also understand and agree that you'll maintain decorum in professional environments be they digital or physical, at events, as part of any incentives, in social media, in semi-private chats / groups, as well as in public.

# • "COMMIT TO DOS" & KEEPING ACCOUNT and GOOD STANDING

Use Company promotions and / or Bi-Monthly Challenges at least 1X quarterly to maintain your Affiliate account. A quarter is any 3 full CONSECUTIVE calendar months. Beginning November 2024

# • Keep an Up-to-Date Payment Method on File

If we don't have your Venmo or PayPal on file, we can't pay you. If we have more than 2 calendar months in which you earn more than \$25 in commissions and do not have a payment on file, we reserve the right to pause your

Affiliate account until a valid means for us to compensate you is on file. You can add payment information in your Affiliate Dashboard settings at any time once your account is approved for use. We reserve the right to issue payments for accounts earning commission via product credit if no valid payment method is on file. Affiliate accounts left without a method of payment for an extended period are subject to closure.

#### Tax Status

If you earn or are compensated in excess of \$599 USD in any given calendar year, we are required to submit a 1099 to the IRS on your behalf for your compensation. Trips, gifts, awards with cash value, points (FUNFunds), and paid commissions via PayPay, Venmo, or other means AND store product credit can ALL be considered monetary compensation and are required to be submitted.

You can update and add your W-9 information in your Affiliate Dashboard at any time after your Affiliate account is approved. Once you've earned \$599 or more, SCBS reserves the right to PAUSE your Affiliate account until proper, full, and appropriate taxation documentation is submitted by you. We may or may not reach out to you. it is your responsibility as an Independent Contractor to complete this paperwork.

Only Legal Residents of the United States are eligible to become Affiliates. Territories are not able of enroll at this time. You must be 18 or older.

Faith & Fair Dealing with Customers & in Accounts without fraud or any other dishonest or illegal actions or manipulation of or "gaming" either affiliate and / or customer accounts for additional compensation or financial gain (IE fake customer accounts).

# AS AN AFFILIATE, She's Bonded to You! Get Attached

A customer **uses one of your coupon codes through checkout**, or links to and creates an account on the site from YOUR URL link (they will see YOUR name in the banner on the top of the site - your chosen user name in the Affiliate Dashboard), she will be ATTACHED to YOU. THEY MUST have registered on the site or purchased with their email on YOUR URL to be ATTACHED.

Once she is attached (it's not JUST cookie based - it's database-connected to her email), you have a solidly bonded relationship with you for 180 days. That bond renews for another 180 days every time they BUY. Keep a working relationship with your customers! You have access to their email address and order in your dashboard. You can keep them for a long, long time if you take good care of them.

If a customer becomes an Affiliate: you'll maintain commission on their own personal sales unless you both sign & submit a waiver releasing them, and they meet the certain standards to "decouple" themselves from you (see below). Customers and Affiliates always earn loyalty rewards.

Sharing and redeeming codes and links MUST be used at time of purchase by you or your customers. We CANNOT retroactively apply please don't ask. There can be no backdating or modification of accounts.

#### • If an "Attached" Customer Wants to Become an Affiliate

Any customer can be an Affiliate, even if the customer is "attached".

Attached Customers who become Affiliates will NOT earn commission on THEIR OWN ORDERS ONLY. YOU - their attached Affiliate - will still get their sales commission unless and until YOU and THEY have submitted a request for them to get their OWN commission, OR until they have at least 2 months of \$500 or more in TOTAL commissionable sales at which time SHE ALONE can request this, and she will be removed permanently as your attached CUSTOMER and YOU will be given a 5% commission on ALL of HER Commissionable sales as HER MENTOR so long as she maintains \$500+ commissionable sales in every given month afterward. Forms will be made available in the Affiliate Dashboard before the end of 2024 for those interested in this process.

#### • If You Were a Customer Who Wants to Become an Affiliate:

If you are an "Attached Customer" who becomes an Affiliate will receive all of the commission on your orders outside of your own personal orders unless and until YOU and your "Attached Affiliate" have submitted a request for YOU to get Paid your OWN commission (you must have sales of at least \$100 total commissionable sales total in 2 back-to-back months to be eligible to apply for this request), OR you have at least 2 months of \$500 or more in TOTAL commissionable sales at which time YOU ALONE can request this "decoupling" and in the following calendar month you will earn commission on your own personal orders. This form will be available in late 2024 for those who qualify.

## PART THREE: ABOUT COMMISSIONS

Commissions are calculated based on a full calendar month: the first through the last day of the month.

If you have not been a customer previously and not purchasing from another Affiliate, you will get paid commission on your own personal orders when YOU PURCHASE OFF YOUR OWN LINK or with your OWN COUPON CODES (watch for your name to appear in the top banner of the website).

Commissions are TIERED meaning the more commissionable dollars you sell in the month, the higher % of commission you earn. The first full order over the minimum requirement to earn the % in the tier qualified for will earn that level of commission (IE commission levels "tip up" AFTER the order that pushes you over the minimum for that tier). You can track and follow your earned commissions in your Dashboard in real time.

You can see the Commission tiers HERE. We reserve the right to adjust commissions in any given calendar month for promotional or other reasons.

Commissions are not paid on all products. You can see a list of non-commissionable tools and products in the Affiliate Dashboard at any time to understand why an item is excluded. Generally, these are things that will help give "air cover" to you and the SCBS brand and / or help promote and engage NEW audiences. We try to limit non-commissionable items as much as possible.

Commissions are paid on dollars actually spent on the order. Any coupon codes, discounts, % off, store credit, etc and / or monies spent on applicable sales tax and shipping do not qualify for commission.

Commissions are calculated based on a full calendar month and paid via PayPal or Venmo (your choice) on or before the 15th of the month following the calendar month in which they are earned.

Payments are made on commissions earned over \$25. If any commissions are earned under \$25, they will be paid out to you as a non-commissionable store credit on commission day and the credit can be used within 90 days of it being earned by applying the credit to your order at the time of checkout.

If you fail to provide a viable outlet for SCBS to make commission payment within 10 business days of commissions being paid, SCBS will issue product credit for the amount earned and continue to pay via product credit until such time a valid PayPal or Venmo option has been made available to SCBS.

A \$2 charge will be deducted from commissions paid via PayPal or Venmo to cover costs incurred by SCBS in the payment process. A bank transfer option will be made available for commissions earned in excess of \$1000 payout in any given month upon request.

Product Credits and Commissions and other gifts or events with retail value in excess of \$599 USD in any calendar year are subject to taxation. If you approach \$500 in earned value in a calendar year, you will be asked to submit an I-9 so that we can provide a 1099 to the IRS. We reserve the right to hold commissions for those who have earned in excess of \$599 USD in a calendar year if we have yet to receive a valid, complete form.

#### • How the Calendar "Month" is Accounted for In SCBS Software

Each calendar month resets on the LAST calendar day of the month at 0 UTC meaning your commissionable calendar month ends in your time zone's COORDINATED UNIVERSAL TIME. These "end of month times" then, are as follows:

#### **DAYLIGHT SAVINGS:**

- -4 UTC or 8PM Eastern Daylight Time
- -5 UTC or 7PM Central Daylight Time
- -6 UTC or 6PM Mountain Daylight Time (excludes AZ always)
- -7 UTC or 5PM Western Daylight Time

## STANDARD TIME (Begins November 3, 2024)

- -5 UTC or 7PM Eastern Standard Time
- -6 UTC or 6PM Central Daylight Time
- -7 UTC or 5PM Mountain Daylight Time (always AZ)
- -8 UTC or 4PM Western Daylight Time

# How Commissions are Paid

Commissions are paid out via PayPal or Venmo (your choice) when your account has over \$25 in commissions earned in a calendar month, and you have viable payment info stored in your account. There will be a nominal \$2 surcharge each month on all commissions paid to cover the fees associated with payments made through PayPal and / or Venmo. All commissions must be paid to either / or.

You DO have the ability to take all of your commissions as a store credit that you can issue to yourself in your dashboard for the amount you want and the site will create code for you to use to redeem this credit.

Product Credit will be available instantly and has no cash value and other terms apply as previously stated IE expiration, redemption, etc.

#### PART FOUR: PRICING & TRANSACTIONAL PRACTICES

# ABOUT MAPP and Other Selling & Transactional Practices

You're allowed to sell anywhere and in anyway you choose so long as you are "findable" as the vendor and accept associated liability (IE, if you sell in a boutique, your brand or business is associated with the sales of products via sign, invoice, etc so we're able to trace the path the product took to the customer).

AND you're STRICTLY required to sell with MAPP standards when pricing sales online or in person or through any third party. MAPP stands for Minimum Advertised Pricing Policy and it simply means that you are in no way and no

where selling or advertising the selling of any product for any price less than what is currently being advertised by She Can't Be Stopped.

ANY known violations of either of these transactional pricing practices will result in immediate termination of the business relationship between you as the Affiliate and the Company without exception.

#### PART FIVE: OTHER

Affiliate Service Note (for All Other Customer Service information, please see the Customer T&Cs)

## • Large-Sized Orders

When ordering, please note you CANNOT RETURN "bulk" orders. If you're stocking up for any reason, be prepared to make arrangements to sell that product within its viable life span.

Quality issues, or other standard customer satisfaction issues on personal use product can and will be taken into consideration under the Customer Terms & Conditions however you overbuying for inventory / event placement, or other cash & carry events or placement CANNOT BE RETURNED as we are not allowed to sell it by law even if it was not used nor opened. PLEASE CONSIDER THIS CAREFULLY WHEN MAKING ANY PURCHASES. YOU WILL NOT BE ABLE TO RECEIVE A REFUND.

Please never sell anything that is opened, and never sell anything open or unopened after 24 months - this will be considered a violation of our working relationship and is unprofessional and unethical as products degrade over time. Selling old products will also leave you personally liable for any issues that may arise due to self or customer experiencing adverse side effects from old product sold by you after its recommended sell by date. This practice is unethical and unacceptable at SCBS - even if other companies do not deem it so. There are aspects of it that are also ILLEGAL and SCBS will NOT be held accountable for the bad act.

# • Coupon Codes & FUNFunds

Please note, due to system limitations, only one code can be redeemed per order. Please request your store credits accordingly as they cannot be modified after they have been issued. Please review information about FUNFunds Loyalty Rewards in the Customer Terms & Conditions.

FUNFunds, Codes, and Store Credit have expiration dates and those cannot be changed. Please watch and use them before they expire as we cannot re-issue nor extend the use dates.

Due to system limitations, FUNFunds and other codes are not transferable at this time.

# **CUSTOMER & LOYALTY SECTION**

# **CUSTOMER / LOYALTY TERMS & CONDITIONS 10.16.24**

Loyalty Points or "FUNFunds" are earned every time you purchase.

The standard rate of earned rewards is 1 Point or "FUNFund" for every dollar spent \$1 = 1 FUNFund As a special promotion in Redeemed at \$0.10

BIG FALL BONUS now through November 15, each FUNFund is worth \$0.20 ea or 1 FUNFund = \$0.20

There are many ways to earn FUNFunds. Some of them include: purchasing, having a special event: birthday, etc, other special promotions, for sharing and following, and coming soon: for posting reviews!

Visit: URL to find all the ways you can EARN FUNFunds.

You're automatically enrolled when you purchase and leave an email address. Use the same email address upon your return to continue to build and redeem points for discounts, exclusives, and more.

You automatically earn.

Your FUNFunds are good for 60 days after they're earned.

They can be redeemed in \$1 - \$50 increments.

You can login (HERE) and check your balance at any time.

FUNFunds can't be applied toward shipping and tax. And some items (like some event tickets, etc) may be excluded from earning rewards.

FUNFunds have no cash value. They are non-refundable, nor can the expiration date be extended proactively. They are non transferable at this time due to software limitations. You MUST use your FUNFunds at the time of checkout. We're sorry, no "rollback" or post-order applications of rewards can be applied for any reason.

#### **BUSINESS OPERATIONS**

#### **Shipping Times**

Please allow up to 7 business days for orders to be processed and shipped. We'll work on getting faster in the coming months however it may take a few minutes as we roll out. Orders are shipped from zip code 84401 and will come primarily from UPS and USPS carriers. Tracking should appear in the customer order area of the website within 1 business day of the order being shipped, and can be viewed by logging into shop.shecantbestopped.com.

Any incomplete or inaccurate shipping information resulting in returned orders are subject to a \$5 reshipping fee PLUS the actual cost of reshipping the order and will obviously result in a delivery delay.

We regret we are not able to offer expedited shipping at this time.

If you want FREE Shipping on any order, spend \$79 or more after applicable tax and your personal available discounts (including store credit, coupon codes, etc). Orders under \$79 total will be charged a flat rate of \$7.49.

Orders are currently only eligible to be shipped to the 50 US States and FPO / APO boxes. AK and HI may result in additional shipping charges.

#### **Customer Service Satisfaction**

We want every customer to LOVE their SHE CAN'T BE STOPPED experience. If you have issues with your order, or any concerns with your product, please contact us at <br/>
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We may request further information, or even a product photo or return.

We'll do our best to help you be satisfied. Can be sent back within 30 days for a replacement credit less shipping and applicable tax. You will be responsible for return shipping on anything outside of issues with fulfillment.

Please note these and all policies, terms & conditions, and other business operations are subject to change at any time and you understand you are responsible for referring to them often looking for updates. By logging into the site, purchasing, or in anyway participating with the Company, you agree to be bound by and in cooperation with theses and future stated terms.

Need help? Send an email to... biggirl@shecantbestopped.com.