

# Cosmos Food Affiliate Program TERMS AND CONDITIONS

Our affiliate, influencer, and creator partners are very important to us. We strive to treat you with the fairness and respect you deserve. We simply ask the same consideration of you. We have written the following affiliate agreement with you mind, as well as to protect our company's good name, so please bear with us as we take you through this legal formality.

Please read and review this entire agreement. This is a legally binding agreement between you (the "Affiliate") and Cosmos Food Co., Inc (the "Company"). By filling out the Cosmos Food Affiliate Program application form, you acknowledge that you have read and agree with the following terms and conditions and that you agree to be legally responsible for each term and condition.

## 1. Submitting Your Application

When filling out the application you must provide accurate and complete information. Participation in the Cosmos Food Affiliate Program is to legally advertise our website to receive commission on referral customers. We will evaluate each application and you will be notified of your acceptance or rejection. We may reject your application if we determine that your website is unsuitable for any reason.

## 2. Affiliate Obligations

**2.1.** Once your application is approved, you will be registered as an affiliate of Company until the closest half-year or end-of-year date on the calendar year (end of June or December), where your application will be re-evaluated for continuing for another half-year in the program. If the closest half-year or end-of-year dates are less than two full months away from your date of application approval, your re-evaluation date will be set to the next closest dates that fall on the half-year or end-of-year. You will be notified by email or DM by Company regarding re-evaluation steps.

The terms and conditions of this agreement will begin when your application has been submitted and will end when your affiliate account has been terminated. Affiliation can be immediately revoked if we deem your site to be unsuitable for any of the following reasons; including but not limited to:

- 2.1.1. False advertisements concerning Company
- 2.1.2. Spamming using your affiliate link
- 2.1.3. Usage of materials that infringe on any copyright, trademark or other intellectual property rights or to violate the law
- 2.1.4. Harassment or intimidation of others on your website
- 2.1.5. Content deemed to be graphic or explicit by Cosmos Food
- 2.1.6. Promotion of illegal activities, multi-level marketing, spyware and malware, and sale of body parts
- 2.1.7. Usage of technology to potentially divert commission from other affiliates in our program

**2.2.** Company reserves the right to review your placement and approve the usage of your affiliate links. You may use graphics and texts provided to you by us or create your own if it is appropriate (see condition 2.1).

**2.3.** The maintenance and updating of your site or social media accounts are your responsibility. We may monitor your site/social media as necessary to ensure your content is up to date and notify you of any changes that should be made to help your affiliate performance.

**2.4.** You agree that you are an independent contractor, and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Company. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or any other of your site, social media or otherwise, that reasonably would contradict anything in this section.

### **3. Promotion Restrictions**

While you are free to market Company on your own web site or social media accounts, the promotion of Company's brand could be perceived to the public as a joint effort. Please be aware certain forms of advertising are prohibited by Company. Please abide by the following guidelines when planning your marketing efforts:

#### **3.1. Using Company's Names**

"Cosmos Food Co., Inc" and related names such as "Cosmos Food" and "Cosmos Kimchi" cannot be used as a part of an Affiliate's website domain name, blog, Facebook account, YouTube channel, Twitter username or any URL associated with Affiliate.

#### **3.2. FTC Guidelines & Spamming**

Advertising commonly referred to as "spamming" is unacceptable to Company and could damage our name. Affiliates must abide by all state and federal consumer protection laws and regulations including the Federal Trade Commission Act and the CAN-SPAM Act. The FTC points out that "when there exists a connection between the endorser and the seller of the advertised product" it is imperative that such a connection is "fully disclosed." We strongly encourage our affiliates to adhere to the FTC's rules. We also reserve the right to terminate our relationship with any non-compliant affiliates. Any pending commissions owed will not be paid if your account is terminated due to spamming or solicitation.

#### **3.3. Unsolicited Commercial Email (UCE)**

You may use mailings to contact your customers so long as the recipient is already a customer or subscriber of your services or website and the recipient has the option to opt-out of future mailings for themselves.

#### **3.4. Copyright and Trademark Infringement**

Company reserves the rights to seek legal action against partners, affiliates, and creators that infringe our copyrights, registered trademarks, and patented and patent pending products.

Affiliates acknowledge that they will not promote, manufacture, distribute or sell products that replicate the exclusive designs and functions owned by Company Failure to adhere may result in removal of the Affiliate Program. Company will legally pursue all parties associated with the manufacturing, distribution, and sale of counterfeit or patent infringing products.

### **3.5. Coupon Code Marketing Guidelines**

Coupon marketing is allowed, but Affiliates must adhere to the following terms:

- 3.5.1. Affiliates are permitted to use active coupon codes and links provided exclusively through the Cosmos Food Affiliate Program. Affiliates are not permitted to promote unauthorized coupon codes, codes that are exclusive to other affiliates, codes provided in customer-oriented newsletters or other promotional codes from Company's non-affiliate program marketing efforts. Use or attempted use of any coupon code received from any source other than directly from the Cosmos Food Affiliate Program will result in lost commissions and/or removal from the program.
- 3.5.2. Promotion language must be simple, easy to understand, and should include the following: The offer, the coupon code, the expiration date, and approved text link only. Publishers of the coupon code must not use "bait and switch" language, misrepresentations, or false advertising when promoting offers (i.e: "Click here for more possible deals"). Publishers must remove invalid coupon codes and banners, or make clear to readers that the code is expired.
- 3.5.3. Affiliates bear the responsibility for removing any unauthorized, user-submitted codes.
- 3.5.4. Failure to follow these guidelines will result in suspension and lost commissions. Upon warning, Affiliates must remove all violations. Repeated abuse will result in cancellation of your affiliation and any pending commissions owed will not be paid if your account is terminated due to coupon code misuse.

### **4. Disclaimer**

Company makes no express or implied representations or warranties with respect to the program, Company's products, website, or services provided therein. Any implied warranties of Company's ability, fitness for a particular purpose, and noninfringement are expressly disclaimed and excluded. In addition, we make no representation that the operation of our site will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.

### **5. Limitations of Liability**

We will not be liable to you with respect to any subject matter of this agreement under any contract, negligence, tort, strict liability or other legal or equitable theory for any indirect, incidental, consequential, special or exemplary damages (including, without limitation, loss of revenue or goodwill or anticipated profits or lost business), even if we have been advised of the possibility of such damages. Further, notwithstanding anything to the contrary contained in this agreement, in no event shall Company's cumulative liability to you arising out of or related to this agreement, whether based in contract, negligence, strict liability, tort or other legal or equitable theory, exceed the total commission fees paid to you under this agreement.

## **6. Indemnification**

You hereby agree to indemnify and hold harmless Company, and its subsidiaries and affiliates, and their directors, officers, employees, agents, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to Company.

## **7. Confidentiality**

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

## **8. Payments**

You will receive a commission for all authorized sales via your Affiliate code or link. To receive an Affiliate link, you must first be approved by Company to become an Affiliate. Commission rates may be changed at any time and will be notified to you through email. Final payment of commission fees may be held for thirty (30) days to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by Company in its sole discretion. Your account does not accrue interest.

## **9. Modification**

We may modify any of the terms and conditions in this agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and Company's Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this agreement. Your continued participation in Company's Affiliate Program following the posting of the change notice or new agreement on our site will indicate your agreement to the changes.

## **10. Severability**

If any provision of this Agreement or part thereof should to any extent be or become invalid or unenforceable, the parties shall agree upon any necessary amendment of the Agreement in order to achieve the interests and objectives of the parties prevailing at the time of execution of the Agreement.

## **11. Revocation of Affiliation**

Affiliation can be ended at any time, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this agreement will terminate immediately upon any breach of this agreement by you.