

Healthy Grain and Seed Affiliate Program

Terms of Service Agreement

By signing up to be an **Affiliate** in the **Healthy Grain and Seed Affiliate Program** (“Program”) you are agreeing to be bound by the following terms and conditions (“Terms of Service”).

Healthy Grain and Seed, LLC reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Program, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Program after any such changes shall constitute your consent to such changes.

Violation of any of the terms below will result in the termination of your Account and for forfeiture of any outstanding **Affiliate** commission payments earned during the violation. You agree to use the **Affiliate** Program at your own risk.

Account Terms

- You must be 18 years or older to be part of this Program.
- You must live in the United States to be an **Affiliate**.
- You must be an individual and possess a social security number or a taxable entity with an EIN, be it a Trust, LLC, LTD., a For Profit or Non-Profit Corporation. Accounts registered by “bots” or other automated methods are not permitted.
- To complete the signup process, you must provide your legal full name, a valid email address, and any other information requested.
- Your login may only be used by one person – a single login shared by multiple people is not permitted.
- You are responsible for maintaining the security of your account and password. **Healthy Grain and Seed, LLC** cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- You are responsible for all Content posted and activity that occurs under your account.
- One person or legal entity may not maintain more than one account without prior approval of Healthy Grain and Seed, LLC. An exception to this rule would be when an Affiliate is promoted to Master Affiliate they will receive a second Affiliate ID.
- You may not use the **Affiliate** Program for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws)
- **Initial Affiliate Registration** - At the time of the Initial **Affiliate** Registration the **Affiliate** will be charged a Signup fee. of **\$20.00**. The **\$20.00** will be due either during or after registration has been submitted.

Links/graphics in your emails, web sites or other communications

Once you have signed up for the **Affiliate** Program, you will be assigned a unique **Affiliate** ID. You are not permitted to place any links, banners, or other graphics in your emails, websites or in other communications not specifically designated as “Approved” by **Healthy Grain and Seed, LLC** without written permission from **Healthy Grain and Seed, LLC**. We will provide you with a URL Website link generator under the **Affiliate area** Website page (after you've registered and signed in with your **Affiliate** account) using the URL generator it will create a link with your **Affiliate** ID at the end which will track all traffic from that link to **Healthy Grain and Seed, LLC's** primary website.

To permit accurate tracking, reporting, and referral fee accrual, we will provide you with the ability to create an **Affiliate** link URL using the URL Generator in your **Affiliate area** which will link to the **Healthy Grain and Seed, LLC** website. You will earn referral fees only with respect to sales on a **Healthy Grain and Seed, LLC** product occurring directly through your **Affiliate** link you've generated; we will not be liable to you with respect to any failure by you or someone you refer to use your **Affiliate** link or incorrectly type your **Affiliate** ID, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement.

Referral fees/commissions and payment

For a Product sale to be eligible to earn a referral fee, the customer must click-through using your **Affiliate** generated URL Link from your **Affiliate area**, which you can use in email, or other communications to bring them to <https://www.healthygs.com> and complete an order for a product during that session which was created using your **Affiliate** link that includes your **Affiliate** ID.

We will only pay commissions on links that are automatically tracked and reported by our systems. We will not pay commissions if someone says they purchased or someone says they entered a referral code if it was not tracked by our system. We can only pay commissions on business generated through properly formatted **Affiliate** links that are automatically tracked by our systems.

We reserve the right to disqualify commissions earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods.

Identifying yourself as a Healthy Grain and Seed, LLC Affiliate

You may not issue any press release with respect to this Agreement or your participation in the Program; such action may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, say you develop our products, say you are part of **Healthy Grain and Seed, LLC** or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that we support, sponsor, endorse, or contribute money to any charity or other cause), as an **Affiliate** of **Healthy Grain and Seed, LLC**, you are an Independent Contractor Affiliated with us to sell the products provided, but you are not under any circumstances a staff member, corporate employee or

company employee. As such you are not permitted to represent **Healthy Grain and Seed, LLC** as such other than to advertise as an **Affiliate** of the company.

Payment schedule

Payments only begin once you've earned more than **\$20** in **Affiliate** income. If your **Affiliate** account never crosses the **\$20** threshold, your commissions will not be realized or paid. We are only responsible for paying accounts that have crossed the **\$20** threshold.

If your current **Affiliate** earning is over **\$20**, you'll be paid each month. If you haven't earned **\$20** since your last payment, your earnings will rollover to the next month and you will be paid on the first month your account has reached the **\$20** threshold.

Customer definition

Customers who buy products through this Program will be deemed to be our customers. Accordingly, all rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time at our discretion in support of the company and the customer. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any product.

Your responsibilities

You cannot make medical claims nor build websites to support your Affiliate business. An **Affiliate's** web presence shall be limited to the placement of your **Affiliate** link or Virtual Business E-Card provided by **Healthy Grain and Seed, LLC**. How you decide to advertise that link is up to you from texts, social media, Emails, Ads etc. The most commonly used will be the Shuffle Virtual Business Card and word-of-mouth.

Compliance with Laws

As a condition to your participation in the Program, you agree that while you are a Program participant you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority that has jurisdiction over you, whether those laws, etc. are now in effect or later come into effect during the time you are a Program participant. Without limiting the foregoing obligation, you agree that as a condition of your participation in the Program you will comply with all applicable laws (federal, state or otherwise) that govern marketing email, including without limitation, the CAN-SPAM Act of 2003 and all other anti-spam laws.

Term of the Agreement and Program

The term of this Agreement will begin upon our acceptance of your **Affiliate** Registration and will end when terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination via email to the registered email address on the application profile. Upon the termination of this Agreement for

any reason, you will immediately cease use of, and remove from your site, all links to **https://www.healthygs.com**, and our trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Program.

Healthy Grain and Seed, LLC reserves the right to end the Program at any time. Upon program termination, all references to your **Affiliate** ID will be removed including your **Affiliate** link that was generated.

Termination

Healthy Grain and Seed, LLC, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Program, or any other **Healthy Grain and Seed, LLC** service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all potential or to-be-paid commissions in your Account. **Healthy Grain and Seed, LLC** reserves the right to refuse service to anyone for any reason at any time.

Relationship of Parties

Each party are independent of each other. you are an independent contractor and we are the corporation **Healthy Grain and Seed, LLC** and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. 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 otherwise, that reasonably would contradict anything in this Section.

Limitations of Liability

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement.

Disclaimers

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchant-ability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the **Healthy Grain and Seed, LLC** will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE OR MARKETING CAMPAIGN. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our **Affiliates** shall be submitted to confidential arbitration, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Miscellaneous

This Agreement will be governed by the laws of The United States, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

The failure of **Healthy Grain and Seed, LLC** to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and **Healthy Grain and Seed, LLC** and govern your use of the Service, superseding any prior agreements between you and **Healthy Grain and Seed, LLC** (including, but not limited to, any prior versions of the Terms of Service).