



## **Affiliate Program Terms of Use**

Welcome to the Rooted in Bloom Affiliate Program! This contract is an Affiliate Agreement (hereinafter “Agreement”) used by Rooted in Bloom, LLC ("Company") to allow parties to promote Company’s courses/services/programs/etc. in exchange for an affiliate commission on accredited sales. This Agreement is between Company and the party agreeing to the terms and conditions in order to promote on behalf of Company (hereinafter “Affiliate”).

### **1. Promotion**

Affiliate may promote Company’s programs however they see fit provided they do so within any parameters set by Company either in this Agreement or within any of the promotion resources provided to Affiliate. Affiliate also agrees to promote the programs with integrity and not to make any misleading statements to induce sales or otherwise violate any laws within Affiliate’s jurisdiction.

### **2. Compensation**

Company will provide Affiliate with a unique tracking link to promote Company’s programs. Company will pay Affiliate a fee (hereinafter “Commission”) for each sale affiliated with Affiliate’s unique link. Tracking of these sales is automatically done by Company’s marketing system. Affiliate understands they will be paid only for sales tracked through Company’s systems and associated with Affiliate’s link. Affiliate will earn a variable percentage commission equal to percentage of the gross revenue for each sale of items listed in your affiliate account. Affiliate understands that Company may update this commission structure at any time and that Commissions earned after such updates will be at those updated percentages.

### **3. Refund Period**

Company provides a designated refund period for their customers whereby customers may request a refund during a set period of time for specific reasons. The affiliate is not entitled to Commissions on refunded sales. For this reason, Company will make affiliate payments after the refund period/s expire.

### **4. Chargebacks**

Affiliate further agrees that Company shall have the right to collect back from Affiliate any Commissions paid to Affiliate that were refunded due to chargebacks or any extenuating circumstances causing a refund.

### **5. Payouts**

Company will send Commissions via PayPal on the first Monday of each month on the first month after the refund period. If Affiliate earns a commission on a Program with an installment agreement or payment plan, Company will send Affiliate's Commissions in installments proportional to the payment plan chosen by Company's student. For example, if Affiliate earns a 50% commission on a \$3,000 sale where the student agrees to pay in three equal installments, Affiliate will receive their \$1,500 Commission in three equal installments of \$500. Company, may, at their sole discretion, instead choose to pay the Commission in one lump sum.

### **6. Promotion Materials**

Company may provide to Affiliate graphics, email, web, or social copy, and other templates (hereinafter "Materials") for Affiliate to use in the promotion of the Programs. The Materials may include design elements proprietary to Company. Company grants Affiliate a revocable, non-exclusive license to use the Materials solely in relation to their efforts promoting the Program under this Agreement.

## **7. Cancellation**

Company may cancel this Agreement at any time. Company will remove any affiliate links, and Affiliate agrees to cease any further promotion or use of the Materials.

## **8. Force Majeure**

Company shall not be liable or responsible to Student, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

## **9. Independent Contractor**

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. Affiliate understands that they are an independent contractor, and that they are responsible for their own taxes on any Commissions.

## **10. Severability**

If any provision of this Contract shall be declared invalid or unenforceable, such provision shall be deemed eliminated from this Contract, and all remaining provisions shall continue in full force and effect.

## **11. Liability**

Affiliate agrees to absolve Company of any and all liability or loss any person may suffer or incur as a result of their participation in the affiliate program. Affiliate agrees that Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program.

## **12. Assignment**

Affiliate may not assign this Agreement without the express written consent of Company.

## **13. Modification**

Company may modify the terms of this agreement at any time. Company will notify Affiliate by email when Company makes modifications.

## **14. Indemnification**

Affiliate agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of Affiliate's promotion and participation as an affiliate and related services, or violation of any terms of this Agreement, or any violation of any applicable laws, rules or regulations.

## **15. Dispute Resolution**

Affiliate expressly waives any and all claims, now or in the future, arising out of or relating to this Agreement. To the extent Affiliate attempts to assert any such claim, Affiliate hereby expressly agrees to present such claim only in the small claims courts in Montgomery County, PA.

## **16. Waiver**

No waiver of any default by any party or parties to this Agreement shall be implied from any omission by a party or parties to any action on account of such default. If such default persists or is repeated, no express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent therein stated.

## **17. Article Headings**

All article, paragraph, and section headings set forth in the Agreement are intended for convenience only and shall not control or affect the meaning, construction, or effect of this Agreement or any of the provisions thereof.

## **18. Sole and Only Agreement**

This Contract contains the entire understanding between the parties with respect to the subject matter and supersedes any and all other prior written Contracts and understandings (whether oral or written) between the parties. No amendment or modification of this Contract shall be effective unless executed in writing by both parties.

*Last Updated: August 26, 2025*