Terms and Conditions Affiliate Program <u>"Authorfi"</u>

Version 23AI03

1 General

1.1 The following Terms and Conditions apply to your participation in the Affiliate Program offered by COLLECTIVE MINDS (we, us, our) or any of our affiliated entities. The Affiliate Program (the Program) allows you (the Affiliate, your) to promote COLLECTIVE MINDS service "Authorfi" (the Product) and receive commissions as set out in this document.

1.2 Besides the following Terms and conditions, the Acceptable Use Policy (AUP) in this document (Annex 1) and our <u>Privacy Policy</u> apply.

2. Start of participation

2.1 To join the Program as Affiliate, you need to sign-up for an account on the Authorfi website <u>https://authorfi.ai</u>. This can be done for free, by using the "Trying the Product" package.

2.2 In the Affiliate Dashboard, you will be provided with a unique referral link. As soon as you promote your unique referral link, on the Internet, or by any other method, both digital and/or written media, you have started the participation as Affiliate in the Program.

2.3 If your unique referral is being used by others than yourself, to purchase a Product on the website of Authorfi, you are eligible to receive a commission.

3. Your responsibilities

As an Affiliate, you agree that:

3.1 You are responsible for providing us with full and accurate account information and for keeping that information up to date. Such information includes, but is not limited to: contact details, payment details and any other details we may require. We reserve the right to request additional data regarding all the websites where you promote the Product and the promotional practices you use. Failure to provide accurate information may result in exclusion from the Program, suspension or termination of your Affiliate account and forfeiture of any commissions.

3.2 You should act in good faith to refer customers in good standing.

3.3 You should not engage in incentivized programs and businessopportunity sites, using marketing practices that might be unethical or likely to attract customers, not in good standing.

3.4 You should not engage in any SEO/spam link building techniques in order to generate more referrals.

3.5 You agree not to violate any applicable law.

3.6 You should be loyal to COLLECTIVE MINDS and its product(s) and services, and should not misuse its confidence and shall not damage its reputation.

3.7 If we detect a pattern in your affiliate practices that in our reasonable opinion violates any aspect of the Terms and Conditions, we reserve the right to suspend or terminate your affiliate account and cancel all outstanding commission payments due.

4. Affiliate advertising

4.1 When advertising our services, you should use only promotional materials approved by COLLECTIVE MINDS, by using the content on website <u>https://authorfi.ai</u>.

4.2 Inappropriate ways of advertising include, but are not limited to:

- Using any illegal or spam method of advertising, e.g. unsolicited email, unauthorized placing of the link in forums, newsgroups, message boards etc.;
- Bidding on keywords and phrases containing the "Authorfi" and COLLECTIVE MINDS trademark, or variations or misspellings of the trademarked term on Pay per Click or Pay per Impression campaigns on the search engines (Google, Yahoo, MSN, Ask, Bing or others) without our prior approval. You are not allowed to use the COLLECTIVE MINDS or Authorfi Website(s) as display URL in PPC ads and to direct-link or redirect to the Authorfi and/or COLLECTIVE MINDS Website(s) without our prior approval;
- Using traffic generated by pay to read, pay to click, banner exchanges, click exchanges, PPV advertising, pop-up/under, or similar methods;
- Providing cash backs, rewards or any other kind of incentives to obtain the sale without our prior approval;
- Offering price savings methods, including coupon(s), voucher(s), discount codes, or added value offers without our prior approval;
- Using our advertising and promotional materials, trademark or name in a way which negatively affects our image;
- Using iframes or any other techniques or technology that places your affiliate tracking cookie by any means other than an actual click-through;

- Your website(s) must NOT contain lewd, obscene, illegal or pornographic material or any other material that is deemed to be objectionable. This includes, but is not limited to, bigotry, hatred, pornography, satanic materials, trademark and copyright materials, all content of an adult nature, etc. The designation of any materials as such is subject to our reasonable opinion;
- Your domain name(s), company name, logo, trademark, product(s), project(s), service(s) must NOT contain keywords and phrases containing the Authorfi / COLLECTIVE MINDS trademark or any other variations or misspellings confusingly similar to Authorfi / COLLECTIVE MINDS trademark, name, logo or domain name, without our prior approval;
- Your domain name(s), company name, logo, trademark, your product(s), project(s), service(s) must NOT contain keywords and phrases that contain or are confusingly similar to third-party trademarks, names, logos or domain names, unless you have been duly authorized by the trademark owner.
- COLLECTIVE MINDS shall have the sole right to decide if a promotional method you use is appropriate. The use of any advertising method that we consider inappropriate may result in a warning, suspension or termination of your affiliate account and cancellation of all outstanding commission payments due.

5. Affiliate tracking cookies

5.1 We track affiliate sales automatically through the use of cookies. The cookies are placed in the browser of the user that clicks on the affiliate link to reach our website. Each cookie is stored for 90 days. If there is a previous affiliate cookie in the same user's browser the new cookies will overwrite it. COLLECTIVE MINDS is not responsible for cookies intentionally deleted by users.

6. Affiliate commissions

6.1 We shall pay you a per-sale commission for any valid sale you refer to the Product. For a valid sale ALL of the following are true:

- At the time of order the customer has an active cookie indicating you as the last affiliate who referred them to our website, provided that the customer has not reached our website through a search engine with a search string not containing the name of the Product.
- Your affiliate account must be active at the time of the sale. No commission is due for sales that were made before you registered for our Affiliate Program.
- The customer you refer has not used our services before and has not signed up for an affiliate account with us before.
- The referred customer has not canceled the order or churned out.

6.2 We reserve the right to mark any sale as invalid at our own discretion, without providing any explanation or justification.

7. COMMISSION PAYMENTS

7.1 COLLECTIVE MINDS shall pay all affiliate commissions based on the structure and in the US dollar currency unless a custom agreement exists in writing. The sale gets approved when the referred client has paid a minimum of 1 full invoice. When this happens, the status of your Sale commission changes from pending to approved in the affiliate panel. We shall pay:

 To affiliate before the 10th of each month through PayPal once their affiliate earnings reach \$10 (approved commission) criteria. **7.2** The total commission will be paid out minus the costs of PayPal transfer.

7.3 We reserve the right to extend the holding period as set out in the T&C and without prior notice for as long as is reasonably necessary in order to establish the validity of a sale.

7.4 You are solely responsible for keeping all your information up to date including postal and email addresses, names, payment information and any other personal information that will impact our ability to process a commission payout.

7.5 We may suspend your commission payouts at any time and for any period, if we suspect fraudulent or other improper activity or a potential violation of this Agreement by you or any customer you refer.

7.6 The commission rates are available on our website https://authorfi.ai

8. INVOICING

8.1 We shall provide you with a statement of commissions due in your Affiliate Area on https://app.authorfi.ai

8.2 The Affiliate Program Terms and Conditions will be considered a valid Self-billing Agreement between you and COLLECTIVE MINDS that shall continue until termination of your Affiliate account.

9. Relationship of the parties

Both COLLECTIVE MINDS and the Affiliate agree that they enter into this Agreement as independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency franchise, sales representative, or employment relationship between them. The Affiliate has no authority to make or accept any offers or representations on behalf of COLLECTIVE MINDS. The Affiliate cannot make any statement, whether on the Affiliate website or otherwise, that reasonably would contradict anything in this section.

10. Account termination

10.1 You can cancel and terminate your affiliate account at any time by contacting us through e-mail support@authorfi.ai. We will send you written confirmation that your account has been terminated.

10.2 COLLECTIVE MINDS can terminate an affiliate account:

- With a seven-day prior notice without explanation.
- Immediately with no prior notice, if you or your affiliate account violate the Affiliate Program Terms and Conditions.

10.3 Once an affiliate account is terminated, we will no longer track the sales associated with the affiliate and you will not qualify for future affiliate commissions. Any commissions due at the time of termination will be paid to the Affiliate as per payout criteria. No outstanding commission payments will be due if we terminate your account because of the violation of this T&C.

10.4 Upon termination of the affiliate account, this Agreement shall be automatically terminated.

11. Limitation of liability

11.1 YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL NOT UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, HOLD US OR OUR LICENSORS, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS AND/OR THIRD PARTY VENDORS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, COST SAVINGS, REVENUE, BUSINESS, DATA OR USE, OR ANY OTHER PECUNIARY LOSS BY YOU OR ANY OTHER THIRD PARTY. YOU AGREE THAT THE FOREGOING LIMITATIONS APPLY WHETHER IN AN ACTION IN CONTRACT OR TORT OR ANY OTHER LEGAL THEORY AND APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WE BE LIABLE TO YOU WITH RESPECT TO ANY AND ALL BREACHES, DEFAULTS, OR CLAIMS OF LIABILITY UNDER THIS AGREEMENT OR UNDER ANY OTHER DOCUMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU AGREE THAT IN THOSE JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

11.2 This provision shall survive termination of the Agreement;

- With a seven-day prior notice without explanation
- Immediately with no prior notice, if you or your affiliate account violate the Affiliate Program Terms and Conditions.

12. Governing Law

Any dispute, controversy or claim arising under this Agreement shall be resolved in accordance with the legislation in the jurisdiction of the United States of America in the state of Pennsylvania.

13. Changes to the Affiliate Program Terms

We may alter this Agreement and any policies or provisions incorporated by reference at any time. The amendments and/or supplements of the Agreement shall be effective immediately upon posting to the website of COLLECTIVE MINDS. The current T&C is always available on the COLLECTIVE MINDS website. Only a COLLECTIVE MINDS officer may alter this T&C. No agent of, or person employed by or under contract with, COLLECTIVE MINDS has any authority to alter or vary this T&C in any way. No oral explanation or oral information given by any party shall alter the interpretation of this T&C.