



## Terms and Conditions

### 1. Instantly Ageless® Affiliate Program Agreement

This agreement describes the terms and conditions for participation in the Instantly Ageless® Affiliate Program. In this agreement, the term "Affiliate" refers to you (the applicant). In this agreement, Instantly Ageless® refers to the product owner and service provider.

The Instantly Ageless® affiliate program is administered through our own internal affiliate system.

### 2. Modification

We may modify, add and/or delete any of the Terms and Conditions in this Agreement at any time and at our sole discretion. These modifications may include, but not limited to changes in payment procedures, products, markets and Affiliate Program rules. If any of the modifications are unacceptable to you, you may terminate this Agreement and your participation in the Affiliate Program. If you continue participation in the program, it will be considered as your acceptance of the changes.

### 3. Enrollment

To enroll in the Affiliate Program, you must submit an affiliate application with payment and be approved. Applications are processed in 1–2 business days and applicants will be notified of their acceptance status as soon as possible after their information is reviewed. If application is declined, the payment made will be fully returned.

The Affiliate Program is available only in the USA initially, with plans for global expansion in the near future.

#### **4. Affiliate URL**

You will choose a special URL (hairinseconds.com/yourURL) which will be unique to you and you only, and will allow you to sell our products online. Your account will be considered Active as long as Maintenance Monthly Membership is in good status. Instantly Ageless® will process payments and ship the products you sell on your website.

#### **5. Commissions**

Affiliates will receive 50% commission on the retail price from regular and recurring orders placed through the affiliate website. Commissions close on Sundays at midnight CST.

#### **6. Payment**

Instantly Ageless® pays affiliates via a PayPal account, provided to us when an affiliate joins. If the PayPal email changes, it is the responsibility of the affiliate to notify us to ensure proper commission payments. We will resend payments returned due to incorrect payment email addresses, after email address has been updated and a new processing fee will be added.

We also offer Direct Deposit as option for payment of commissions, affiliates must provide us the bank information such as Name on the account, routing # and account #.

There will be a Payment Processing Fee of \$2.50 on all payments.

Payment of commissions occurs every 2 weeks after 45 day waiting period, due to the fact that we have a 30 day return policy which can reflect on payment of commissions.

#### **7. Order Fulfillment**

Instantly Ageless® will be solely responsible for processing every order placed by a customer via affiliate websites.

Affiliates are not authorized to collect payments or sell any Instantly Ageless® products from other websites as a "reseller" and no "resale" rights are granted in ANY way. Affiliates are not authorized to sell any of these products on eBay, Amazon or other auction sites. Instantly Ageless® has ZERO TOLERANCE regarding

this policy, the Affiliate account will be immediately terminated if this condition is not followed.

Instantly Ageless® will also be solely responsible for all customer service inquiries. Customers who purchase products through the Instantly Ageless® Affiliate Program will be deemed to be customers of Instantly Ageless®. Accordingly, all rules, policies, and operating procedures concerning customer orders and service will apply to those customers. We may change our policies and operating procedures at any time. Prices and availability of our products and services may vary from time to time. Instantly Ageless® will always determine the price paid by the customer. Affiliates may not give any discount or offer price reduction on the websites.

## **8. Permitted Usage**

All affiliates are permitted the use of the Instantly Ageless® Affiliate Program brand and marketing resources on Social Media and Printing Materials as long as it is stated as Independent Affiliate of Instantly Ageless® and it must be subject to approval by Instantly Ageless®.

## **9. Relationship of Parties**

Affiliates are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Affiliates have no authority to make or accept any offers or representations on our behalf. Affiliates will not make any statement, whether on their sites or otherwise, that reasonably would contradict this statement. Instantly Ageless® will provide a 1099 form with the annual income made in commissions, the affiliates are responsible for their income taxes and any other taxes.

## **10. MLM distributors**

If you are currently involved with a MLM company, your application will be further reviewed and you may be required to execute a separate Agreement, which will be sent by email for you to review and sign. Your account approval will be subject to both applications. A failure to disclose this information will result in termination of the account on the Affiliate Program.

## **11. Term and Termination**

The term of this Agreement will begin when your account is approved by Instantly Ageless® and will end when terminated by either party. Either Instantly Ageless® or the affiliate may terminate this Agreement at any time, with or without cause. Upon the termination of this Agreement for any reason, the affiliate website will immediately be inactive. Any breach of the Terms and Conditions by the Affiliate will result on a 30-day evaluation and grace period, given the opportunity to the Affiliate to properly correct any mistakes or misconducts.

## **12. Disclaimers**

We make no express or implied warranties or representations with respect to the Affiliate Program or an affiliate's potential to earn income from the Affiliate Program.

Any Affiliate who wishes to supply before and after pictures, or any other depiction or description of persons, to promote the products in any way must first have a Talent Release Form signed and submitted to Instantly Ageless® to be kept on file for all persons (including the Affiliate) who appears in the pictures or video. The responsible Affiliate will be solely accountable for all defense costs and damages for any actions brought by a participant who does not approve of their photo being used as promotional material. A Talent Release Form will be provided by Instantly Ageless®.

By signing this agreement, you hereby release Instantly Ageless® from any liability or obligations of any nature arising out of or in connection with the exercise of the rights granted in this Affiliate Program, including, without limitation, from any liability for violation of rights of privacy, publicity, defamation or any similar right. You hereby indemnify Instantly Ageless® against all claims, liability, and damages that may result from the exercise of the rights granted in this Affiliate Program.

## **13. Miscellaneous**

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.

This Agreement shall be construed under the laws of the State of Texas. Any legal action involving this Agreement shall be brought in the state and federal courts in Dallas or Tarrant County, Texas.

If any of the provisions of this Agreement are determined by a court to be unenforceable, they shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

By signing up with Instantly Ageless® Affiliate Program, you acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated this program and are not relying on any representation, guarantee or statement other than as set forth in this agreement.

Name:

Signature:  Date: