



## Nutritional Institute LLC STUDENT FORMULA™ Natural Health Products

### AFFILIATE AGREEMENT

This Agreement contains the complete terms and conditions that apply to your participation in the StudentFormula.com Affiliate Program (the “Program”). As used in this Agreement, “we” means Student Formula’ Natural Health products – Whole food dietary supplements and powdered drinks, and “you” means the applicant. “Site” means a World Wide Web site and, depending on the context, refers either to the StudentFormula.com web site ([www.StudentFormula.com](http://www.StudentFormula.com)) or to any site that you will link to our site (and which you identify in your Program application).

### ENROLLMENT IN THE PROGRAM

To begin the enrollment process, submit a complete Program application. We will evaluate your application in good faith and will notify you of your acceptance or rejection. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Program. Unsuitable sites include those that:

- Promote sexually explicit materials
- Promote violence
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promote illegal activities
- Otherwise violate intellectual property rights
- Engage in Unsolicited Bulk Emailing (also known as spam)

By participating in the Program you agree that you will not engage in any such activities. If we reject your application, you are welcome to reapply to the Program at any time. You should also note that if we accept your application and later determine (in our sole discretion) your site to be unsuitable for the Program, we may terminate this Agreement.

### LINKS ON YOUR SITE

After your site has been accepted into the Program, we will provide you with several links to choose from and add to your site. Below are some examples: (*NOTE: Do NOT use the specific links below for your site, we will provide you with the proper Special Links later*)

1. Shop Online Link: You may provide a link to our Product ordering page at:  
<http://www.StudentFormula.com/products.htm>
2. General Link to StudentFormula.com Home Page: You may provide a general link on your site to our home page at:  
<http://www.StudentFormula.com>
3. Affiliate Landing Page: You may provide a link to a specialized landing page, hosted by us, that provides customized copy that introduces the Student Formula website.

We will provide you with guidelines, sample copy and graphical artwork to use in linking to our pages. To permit accurate tracking, reporting, and referral fee accrual, we will provide you with special “tagged” link formats to be used in all links between your site and our site. *You must ensure that each of the links between your site and our site properly utilizes such special link formats.* Links to our site placed on your site pursuant to this Agreement and which properly utilize such special link formats are referred to as “Special Links.” You will earn referral fees only with respect to activity on our site occurring directly through Special Links; we will not be liable to you with respect to any failure by you to use Special Links, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you.

You acknowledge that, by participating in the Affiliates Program and placing any of the above links within your site, Student Formula may receive information from or about visitors to your site. Your participation in the StudentFormula.com program constitutes your specific and unconditional consent to and authorization for Student Formula's use of such information, consistent with the policies and procedures set forth in Student Formula's Privacy Notice.

In addition, you acknowledge that we may monitor your site for the purpose of ensuring the quality and reliability of Special Links on your site (for example, to detect links that are broken or non-functional, links to products that are out of stock or otherwise unavailable, etc.).

Further, you agree that you will; (a) not sell, redistribute, sublicense or transfer any Student Formula content; and (b) promptly delete any content that is no longer displayed on the StudentFormula.com site or that we notify you is no longer available for your use.

## **CALLS TO OUR CALL CENTER**

After your site has been accepted into the Program, we will also provide you with a unique Affiliate ID Code ("Affiliate ID"). Calls to our call center referred by you pursuant to this Agreement where the customer properly indicates the Affiliate ID are referred to as "Affiliate Calls." You will earn referral fees with respect to order activity on our site for all our products directly through Affiliate Calls; we will not be liable to you with respect to any failure by the customer to use the Affiliate ID, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you.

## **ORDER PROCESSING, FULFILLMENT, REPORTING**

We will process Product orders placed by customers who follow Special Links from your site to our site or through Affiliate Calls. We reserve the right to reject orders that do not comply with any requirements that we may establish periodically. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms, process payments, cancellations, and returns, and handle customer service. We will track sales made to customers who purchase Products by using Special Links from your site to our site or through Affiliate Calls and will make available to you reports summarizing this sales activity. The form, content, and frequency of the reports may vary from time to time in our discretion.

## **REFERRAL FEES**

We will pay you referral fees on Product sales made on our Site. For a Product sale to be eligible to earn a referral fee, the customer must click-through a Special Link from your site to our site, create a customer profile, and add the Product to his or her shopping cart in a single session. In addition, we will pay you a referral fee for all subsequent Product purchases made by customer profiles created in sessions originating from the Special Link from your site. We will only pay referral fees on such Products after order, payment and shipping have occurred.

We will also pay you referral fees on Product sales made through our call center. For a Product sale to be eligible to earn a referral fee, the customer must contact us through an Affiliate Call, and complete the order during the call. Our sales representatives are instructed to ask for the Affiliate ID during each order. In addition, we will attempt to cross-link customers who order Products both on the website and through the call center in calculating your referral fees. Again, we will only pay referral fees on such Products after order, payment and shipping have occurred.

We will not pay referral fees on any Products that are purchased with a promotional or discount code. In addition, referral fees will not be paid for sales to existing customer profiles that have a previously established referral relationship with another affiliate. Certain Products which have specific celebrity endorsement may also be excluded from the payment of referral fees.

In addition, you may not: (a) in any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of our site; (b) take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; (c) attempt to intercept or re-direct (including, without limitation, via user-installed software) traffic from or on, or divert referral fees from, any web site that participates in the Program; or (d) seek to purchase or register any keywords, search terms or other identifiers that include the words "Student Formula" or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service. If we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement.

## REFERRAL FEE SCHEDULE

You will earn referral fees based on Qualifying Revenues according to referral fee schedules to be established by us from time to time. "Qualifying Revenues" are revenues derived by us from sales of our Products, excluding shipping charges. For Qualifying Products sold to customer profiles created through Special Links on your site or through Affiliate Calls, you will earn (subject to the other terms of the Agreement) referral fees as follows:

- 8% of Qualifying Revenues from each initial order that results from following a Special Link to StudentFormula.com or Affiliate Call.
- 5% of Qualifying Revenues from each subsequent order purchased by a customer profile created following a Special Link to StudentFormula.com or resulting from an Affiliate Call.

## REFERRAL FEE PAYMENT

We will pay you referral fees on a monthly basis. Approximately 30 days following the end of each month, we will either (a) send you a check for the referral fees earned, or (b) send you a gift certificate good for purchase of Products through our site, subject to our standard terms or conditions. We will accrue and withhold referral fees until the total amount due is at least \$25.00

## POLICIES AND PRICING

Customers who buy products through this Program will be deemed to be customers of Nutritional Institute LLC/ Student Formula™. Accordingly, all Nutritional Institute™ 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. 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 particular product.

## LIMITED LICENSE

We grant you a non-exclusive, revocable right to use the Nutritional Institute LLC™ Student Formula™ graphic images and text and such other text or images for which we grant express permission, solely for the purpose of identifying your site as a Program participant and to assist in generating Product sales. We reserve all of our rights in the graphic image and text, any other images, our trade names and trademarks, and all other intellectual property rights. We may revoke your license at any time by giving you written notice.

## RESPONSIBILITY FOR YOUR SITE

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. This includes:

- The technical operation of your site and all related equipment
- Creating and posting Product descriptions on your site and linking those descriptions to our catalog
- The accuracy and appropriateness of materials posted on your site (including, among other things, all Product-related materials)
- Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)
- Ensuring that materials posted on your site are not libelous or otherwise illegal

We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

## TERM OF THE AGREEMENT

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our site, and all Student Formula 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. You are eligible to earn referral fees only on our sales of Products that occur during the term, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

## MODIFICATION

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, referral fee schedules, payment procedures, and Program rules.

## RELATIONSHIP OF PARTIES

You and we are independent contractors, 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.

## LIMITATION 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, merchantability, 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 our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

## 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 in Seattle, Washington, 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 in the state of Washington (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction.

## MISCELLANEOUS

This Agreement will be governed by the laws of the United States and the state of Washington, 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.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND STUDENT FORMULA™. BY CLICKING ON THE “SUBMIT” BUTTON AT THE END OF THE AFFILIATE ONLINE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

[Apply to the NUTRITIONAL INSTITUTE™ Affiliate Program Today!](#)

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NUTRITIONAL™  
I N S T I T U T E  
*be smart, be healthy™ be natural*