

## *Laura Kupperman, LLC Affiliate Agreement*

Please read the whole agreement so you understand how our affiliate program works.

### **1. Laura Kupperman, LLC Affiliate Agreement**

This agreement describes the terms and conditions for participation in the *Laura Kupperman, LLC* affiliate program. In this agreement, the term "Affiliate" refers to you (the applicant). In this agreement, "Laura Kupperman, LLC" refers to the product owner and publisher, Laura Kupperman, LLC.

### **2. Modification**

We may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but are not limited to, changes in the scope of available referral fees, fee schedules, payment procedures and Affiliate Program rules. If any of the modifications are unacceptable to you, your only recourse is to terminate this Agreement. If you continue participation in the program, it will be considered as your acceptance of the change.

### **3. Enrollment**

To enroll in the affiliate program, you must submit an affiliate application and be approved. Applications are typically processed within one week of their receipt, and applicants will be notified of their acceptance status as soon as possible after their information is reviewed.

### **4. Affiliate URL**

You will be issued a special URL once you become an approved member of the Laura Kupperman, LLC Affiliate Program which will be unique to you and you only, and will allow you to be paid for affiliate referrals.

### **5. Commissions**

**Full Lotus** affiliates will receive between 20%-30% of the revenue as a commission from orders placed through properly coded Affiliate links, as follows:

- Tier 1 Affiliates: 20% for spreading the word to your tribe
- Tier 2 Affiliates: 25% for spreading the word to your tribe PLUS having a permanent visible web presence for *Laura Kupperman, LLC*, for the duration of this agreement, including graphics and written content
- Tier 3 Affiliates: 30% for spreading the word to your tribe PLUS having a permanent visible web presence PLUS making *Laura Kupperman, LLC* a requirement for your trainees

All Affiliates will start receiving Tier 1 commission upon being accepted into the program, and will be upgraded to Tier 2 or Tier 3 upon demonstration of fulfilling those requirements.

**Other Product** affiliates will receive commission agreed upon between Affiliate and Laura Kupperman, LLC.

Commissions may change at the discretion of the product publisher.

For a sale to generate a commission to an Affiliate, the customer must complete the order form and remit full payment for the product ordered through the secure order system, without a refund request. Word of mouth referrals will not result in an affiliate commission being generated. Commissions will only be paid on sales that are made when the customer clicks through qualified, correctly structured Affiliate links. Properly coded links are the sole responsibility of the affiliate.

### **6. Payment**

Laura Kupperman, LLC pays affiliates via PayPal. **Account information must be provided to us when a member joins.** If the PayPal account information changes, it is the responsibility of the affiliate to update their information in the affiliate hub <https://laurakupperman.com/affiliate-hub/> to ensure proper commission payments. **We will not resend payments returned due to incorrect payment email addresses, or account information that was never submitted.**

Payments are made within 30-90 days of commission being earned, depending on the product.

If you pay taxes in the U.S. and are taxed as a sole proprietor, and earn \$600 or more in commissions in a calendar year, you will need to complete a [W-9 form](#) and return to [help@laurakupperman.com](mailto:help@laurakupperman.com) in order to receive your commission payouts.

## 7. Order Fulfillment

Laura Kupperman, LLC will be solely responsible for processing every order placed by a customer via affiliate links. Affiliates are not authorized to collect payments or sell any Laura Kupperman, LLC 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 or other auction sites. Affiliates are not authorized to give away copies of any of these products. Laura Kupperman, LLC will also be solely responsible for all customer service inquiries. All affiliates understand and acknowledge that no physical products will be shipped.

Customers who purchase products and services through the Laura Kupperman, LLC Affiliate Program will be deemed to be customers of Laura Kupperman, LLC. 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. Laura Kupperman, LLC policies will always determine the price paid by the customer.

## 8. Qualifying Sites

Laura Kupperman, LLC reserves the right to refuse any site or organization entry into the Laura Kupperman, LLC Affiliate Program, at their sole discretion.

## 9. Permitted Usage

The following are permitted uses of the Laura Kupperman, LLC brand and marketing resources

- Affiliates are permitted and encouraged to promote Laura Kupperman, LLC affiliate products to their list of followers, friends, current students and trainees, alumni, and website customers.
- Affiliates are permitted to use the graphical banners, design resources, and written content, located at <https://laurakupperman.com/affiliate-hub/> . If an affiliate wants to request additional resources be placed in the affiliate hub they can email [help@laurakupperman.com](mailto:help@laurakupperman.com)
- Affiliates are not permitted to use other designs or written content in conjunction with the Laura Kupperman, LLC brand, other than those in the affiliate hub or emailed to them directly. Affiliates are welcome to modify the tone of newsletter or social media content in order to better reflect their own voice in communicating with their followers, but can not modify the description of the *Laura Kupperman, LLC* affiliate products themselves.
- Affiliates of *Full Lotus* may also request free materials to share with their followers, in order to stimulate interest in Laura Kupperman, LLC. These materials may include webinars, written resources, Q & A sessions, and other resources. In all cases, Laura Kupperman, LLC retains ownership rights over these materials, and any accompanying usage guidelines must be adhered to by the affiliates.

## 10. Prohibited Usage

The following cases prohibited and are grounds for **immediate termination** of the affiliate account.

- Affiliates MAY NOT use any Laura Kupperman, LLC logo, logo marks or other Laura Kupperman, LLC website/branding imagery in any way that misconstrues the nature of this agreement.
- Affiliates MAY NOT use variation of "Laura Kupperman, LLC" product names in ANY variation in their site URL ex. [www.fulllotusyourbusinessname.com](http://www.fulllotusyourbusinessname.com)
- Affiliates MAY NOT use spam email and other forms of internet abuse (including spamming forums, blogs, twitter, facebook and other social media outlets) to seek sales. Spam is defined as including, but not limited to, the following:
  - Electronic mail messages addressed to a recipient with whom the sender does not have an existing business or personal relationship or is not sent at the request of, or with the express consent of, the recipient through an opt in subscription;
  - Messages posted to Usenet, forums, Twitter, Facebook and message boards that are off-topic (unrelated to the topic of discussion), cross-posted to unrelated newsgroups, posted in excessive volume, or posted against forum/message board rules. Be conscious of forum rules!

If a forum owner or moderator complains that an affiliate has spammed, the affiliate account may be permanently terminated after investigation.

- Content posted on free blog websites for the sole purpose of keyword spamming, or comments posted to legitimate blogs that violate the comment policy of the blog owner.
- Solicitations posted to chat rooms, or to groups or individuals via Internet Relay Chat or "Instant Messaging" system;
- Certain off-line activities that, while not considered Spam, are similar in nature, including distributing flyers or leaflets on private property or where prohibited by applicable rules, regulations, or laws.

Laura Kupperman, LLC may, without notice, require Affiliate to temporarily cease promoting products under certain conditions, including, but not limited to, those in which Affiliate is promoting to an audience and Laura Kupperman, LLC also happens to be present.

Laura Kupperman, LLC, may undertake, at its sole discretion and with or without prior notice, the following enforcement actions:

- **Account Termination:** Upon the receipt of a credible complaint, the Laura Kupperman, LLC Affiliate Program manager may investigate the complaint, and if necessary, will then terminate the affiliate account of the individual implicated in the abuse. Termination results in the immediate closure of the member and affiliate account, the loss of all referrals, and the forfeiture of any unpaid money on account.

If you wish to report a violation of our Anti-Spam Policy, please forward all relevant evidence to our customer service department at [help@laurakupperman.com](mailto:help@laurakupperman.com)

## **12. 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.

## **13. Term and Termination**

The term of this Agreement will begin when you accept and will end when terminated by either party. Either Laura Kupperman, LLC or the affiliate may terminate this Agreement at any time, with or without cause. Upon the termination of this Agreement for any reason, all licenses granted hereunder shall immediately terminate and you will immediately cease use of, and remove from Affiliate's Web Site, all links to the Laura Kupperman, LLC websites and programs, and all Laura Kupperman, LLC trademarks and logos, other Laura Kupperman, LLC marks and all other materials provided in connection with this program.

## **14. Limitation of Liability**

Laura Kupperman, LLC will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, expenditures 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 commissions paid or payable to the affiliate under to this Agreement.

## **15. 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. In addition, we make no representation that the operation of the websites or the Affiliate links will be uninterrupted or error-free, and Laura Kupperman, LLC will not be liable for the consequences of any interruptions or errors.

## **16. 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.

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 the Laura Kupperman, LLC 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.**