



## Terms of Muve Affiliate Program

This letter of agreement is made between the Affiliate and Muve ([www.Muve.Me](http://www.Muve.Me)), and sets forth the points of a relationship between the two parties.

### 1. Description of the Program

Upon acceptance of your application, you will be able to participate as an affiliate ("Affiliate") of the Muve Affiliate Program. As an Affiliate, you will have the opportunity to establish links from your Web site ("Your Site") as designated by you, to Muve Web sites at the locations designated by us ("Our Site"). By establishing links from Your Site to Our Site, you will have the opportunity to earn commissions on the sales of Muve products when consumers follow the links from Your Site to Our Site and complete a purchase of Our Product.

### 2. Applying to Become an Affiliate in the Program

To become an Affiliate in the Program, submit an email request to [Contact\\_Us@Muve.Me](mailto:Contact_Us@Muve.Me) and include your name, company name, address, phone and web URL. Upon evaluation of your application we will notify you of our acceptance or non-acceptance of Your Site as an Affiliate.

Muve may reject your application if it is determined that Your Site is unsuitable for the Program. Unsuitability includes, without limitation, the fact that Your Site contains material that is violent, threatening, harmful, obscene, pornographic, unlawful, discriminatory, defamatory, infringing, harassing, offensive or otherwise objectionable or inappropriate. If Muve rejects your application, you are welcome to reapply to the Program at any time. If, after acceptance, Muve determines that Your Site has become unsuitable, Muve may terminate this agreement at any time.

### 3. Establishing Links from Your Site to Our Site

Upon notification that Your Site has been accepted into the Program, you may begin establishing links from Your Site to Our Site as described in this paragraph. You may then feature Our Product on Your Site. At your discretion, you will provide a link to Our Product directly from the promotion on Your Site to the ordering page of Our Site using the URL(s) designated by us. Muve will provide you with a digital version of Our Logo and various promotional and product materials for posting to your site. You will be responsible for the maintenance and placement of Our Promotional Materials on Your Site. You may not alter, modify or change in any way Our Promotional Materials without prior written approval, and you will be responsible for any inaccuracies or other changes when posting Our Promotional Materials on Your Site. Muve may modify Our Promotional Materials at any time, and you are responsible to make any such modifications promptly to Your Site upon request. You agree to immediately delete or remove Our Promotional Materials, along with any copies, from Your Site (or any other media under your control) upon our request or upon termination of this Agreement. You are responsible for ensuring that the links from Your site to Ours are in good working order.

Muve, Inc.  
12450 Wayzata Blvd, Suite 225  
Minnetonka, MN 55305  
612-605-7963  
[www.Muve.Me](http://www.Muve.Me)



#### 4. Earning Commission Fees for Qualifying Orders

Muve will pay you commission fees ("Commission Fees") on the completion of sales of Our Product(s) to consumers if (a) the consumer follows a link from Your Site to the ordering page of Our Site at the URL designated by us, (b) you correctly use Our Promotional Materials as designated by us, (c) the consumer purchases Our Product using the ordering system on Our Site. Muve will not pay Commission Fees to you when a consumer purchases Our Product after entering Our Site other than through a link from Your Site to Our Site (even if the consumer previously followed a link from Your Site to Our Site).

#### 5. Amount of Commission Fees

We will pay you Commission Fees on Qualifying Orders according to commission fee schedules to be established by us from time to time. We will make the commission fee schedule available to you upon your request. Our current fee schedule is as follows: For each Qualifying Order for Muve products, Muve will pay you 10% of the order price not including shipping charges and any taxes. All amounts specified in this Agreement are in United States dollars.

#### 6. Payment of Commission Fees

Muve will pay you the Commission Fees on a monthly basis. We will send you a check for the Commission Fees earned by you on Qualifying Orders less any shipping charges and taxes that we are required by law to withhold. Payments are made 45 days after the end of each calendar month for the subject month. This is to take into account customers' 30-day return privilege. If a monthly Commission Fee payment due Affiliate is less than \$300.00, Muve reserves the right to combine monthly payments until the amount due the Affiliate is \$300.00 or greater, or until the end of the calendar year, whichever is sooner. MUVE will be responsible for tracking Qualifying Orders made through links from Your Site to Our Site. We will use commercially reasonable efforts to make available to you reports summarizing this sales activity. The method of delivery, form, content and frequency of these reports may vary from time to time at our discretion. Our records will be the determinative evidence of the Qualifying Orders that entitle you to the Commission Fees. These reports will be updated weekly.

#### 7. Order Processing

MUVE will be responsible for processing and fulfilling all orders for Our Product placed by customers who follow links from Your Site to Our Site as described in this Agreement (including without limitation, preparing order forms, processing payments, shipping Our Product, cancellations and returns, and handling customer service). We reserve the right to reject orders that do not comply with any requirements that we may establish from time to time.

#### 8. Policies, Procedures and Pricing of Our Product

Consumers who buy Our Product through this Program will be deemed to be MUVE customers. Accordingly, MUVE rules, policies and operating procedures concerning customer orders, customer service, and products sales will apply to these customers. MUVE may change these rules, policies and operating procedures at any time. Affiliates may not offer any discounts, rebates or premiums that would change the prices of Our Product as designated by us. The prices and availability of Our Product may vary from time to time, and MUVE does not guarantee the prices or availability of Our Product at all times.

Muve, Inc.  
12450 Wayzata Blvd, Suite 225  
Minnetonka, MN 55305  
612-605-7963  
[www.Muve.Me](http://www.Muve.Me)



## 9. Limited License

Upon acceptance, MUVE grants you a limited, nonexclusive, nontransferable, revocable right during the term of this Agreement to use Our Promotional Materials solely for purposes of establishing links between Your Site and Our Site. You may not alter, modify or change any of Our Promotional Materials or Our Proprietary Materials in any way. We reserve all of our rights (including without limitation, our copyright, trademark, patent or other intellectual property rights) in all of Our Proprietary Materials and Products. MUVE reserves the right to revoke this license at any time as provided by paragraph 2.

## 10. Responsibility for Your Site

You will be solely responsible for the development, operation and maintenance of Your Site and all materials that appear on Your Site (including without limitation, the technical operation of Your Site and all related equipment used to operate Your Site; creating, posting and maintaining the links from Your Site to Our Site; the accuracy and appropriateness of materials posted on Your Site (e.g., Our Promotional Materials); ensuring that materials posted on Your Site do not violate or infringe upon the rights of any third party (e.g., copyrights, trademarks, patents, privacy, publicity or other personal or proprietary rights); and ensuring that materials posted on Your Site are not libelous or otherwise illegal.

## 11. Term and Termination of the Agreement

The term of this Agreement will begin upon MUVE acceptance of your application to become an Affiliate of the Program and will end when terminated by either party. Either you or MUVE may terminate this Agreement at any time, with or without cause, for any reason, by giving the other party 10 days written notice of termination. Upon termination of this Agreement for any reason, you will immediately cease any use of, and remove from Your Site, all links to Our Site and any of Our Proprietary Materials appearing on Your Site, and you will immediately destroy or return any of Our Proprietary Materials within your possession or control. You are eligible to earn Commission Fees only on Qualifying Orders that occur during the term of this Agreement, and Commission Fees earned through the effective date of termination will remain payable only if the applicable Qualifying Orders are neither canceled nor returned.

## 12. Modifications to this Agreement

MUVE may modify the terms and conditions of this Agreement, at any time, by posting a change notice or a new agreement on Our Site or by sending you a written notice by email or other method of delivery. Modifications may include (but are not limited to) changes in the scope of available Commission Fees, the amount of the Commission Fees, the payment procedures, and rules of the Programs. If any modification to this Agreement is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Program following our posting of a change notice or new agreement or our written notice to you will constitute your binding acceptance of the change.

## 13. Relationship of the Parties

You and MUVE are independent contractors, and nothing in this Agreement will create any joint venture, agency, franchise, sales representative, or employment relationship between the parties. Affiliates specifically do not have

Muve, Inc.  
12450 Wayzata Blvd, Suite 225  
Minnetonka, MN 55305  
612-605-7963  
[www.Muve.Me](http://www.Muve.Me)



authority to make or accept any offers or representations on the behalf of MUVE. You will not make any statement, whether on Your Site or otherwise, that reasonably would contradict anything in this Clause.

#### 14. Representations and Warranties

MUVE MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PROGRAM, ANY OF OUR PRODUCTS, OR ANY OF OUR SITES (INCLUDING WITHOUT LIMITATION, ANY 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 OR WARRANTY THAT THE OPERATION OF OUR SITE OR ORDERING PAGES WILL BE UNINTERRUPTED OR ERROR-FREE, AND WE WILL BE NOT LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

#### 15. Disclaimers and Indemnification

MUVE disclaims all liability concerning Your Site and all materials that appear on Your Site. You will indemnify and hold MUVE (and our affiliates, subsidiaries and parent company, and their directors, officers and employees) harmless from any and all claims, liabilities, damages, costs and expenses (including attorneys' fees), relating to the development, operation, maintenance, use, and materials of Your Site.

#### 16. Limitation of Liability

MUVE IS NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR ANY LOSS OF PROFITS, REVENUE, DATA OR SERVICES, ARISING IN CONNECTION WITH THIS AGREEMENT, THE PROGRAM, OUR PRODUCT OR OUR SITE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT, THE PROGRAM, OUR PRODUCTS OR OUR SITE WILL IN NO EVENT EXCEED THE TOTAL COMMISSION FEES PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

#### 17. Governing Law and Jurisdiction

This Agreement will be governed by the laws of the State of Minnesota. Any action relating to this Agreement must be brought in a court located in Minneapolis, MN and you irrevocably consent to the jurisdiction of such courts.

#### 18. Assignment

You may not assign this Agreement, by operation of law or otherwise, without MUVE's prior written consent, and any attempted assignment in violation of this Agreement shall be null and void. 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.

#### 19. Waiver

Our failure to enforce any provision of this Agreement will not constitute a waiver of our right subsequently to enforce such provision or any other provision of this Agreement.

Muve, Inc.  
12450 Wayzata Blvd, Suite 225  
Minnetonka, MN 55305  
612-605-7963  
[www.Muve.Me](http://www.Muve.Me)



20. Confidentiality

Neither you nor MUVE shall disclose any of the terms and conditions of this Agreement to any third party without the express written consent of the other party. Neither party shall disclose to any third party the Confidential Information of the other party and shall not use any such Confidential Information for any purpose other than the purpose for which it was originally disclosed to the receiving party.

21. Entire Agreement

This is the entire agreement between the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties. I understand and agree that if I am under 18 years of age, ICANNOT participate in this affiliate marketing program.

Affiliate: \_\_\_\_\_

Muve: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_