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Please email us directly at support@stonylab.com.

Affiliate Agreement

THE AGREEMENT: This Affiliate Agreement (hereinafter called the "Agreement") is provided by the following organization, hereinafter referred to as "Company": **StonyLab Inc.** The Agreement is a legal document between you and the Company that describes the affiliate relationship we are entering into. This Agreement covers your responsibilities as an affiliate and our responsibilities to you. Please ensure you read and understand the entirety of this document.

1) DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) Company, Us, We: As we describe above, we'll be referred to as the Company. Us, we, our, ours and other first-person pronouns will also refer to the Company, as well as all employees or legal agents of the Company.
- b) You, the Affiliate: You will be referred to as the "Affiliate." You'll also be referred to throughout this Agreement with second-person pronouns such as You, Your, or Yours.
- c) Affiliate Program: The program we've set up for our affiliates as described in this Agreement.

2) NON-EXCLUSIVITY

This Agreement does not create an exclusive relationship between you and us. You are free to work with similar affiliate program providers in any category. This agreement imposes no restrictions on us to work with any individual or company we may choose.

3) AFFILIATE PROGRAM

Each time a user uses your promo code posted on the Affiliate Site and completes the sale of the product or service on www.stonylab.com/ and we determine it is a Qualified Purchase, you

will be eligible to receive the following percentage of the sale: 5% (five percent), excluding any taxes, shipping or handling fee.

4) SPECIFIC TERMS APPLICABLE

We will determine whether payout is permissible in our sole and exclusive discretion. We reserve the right to reject sales that do not comply with the terms of this Agreement.

As described above, in order to be eligible for payout, user purchases must be "Qualified Purchases." Qualified Purchases:

- a) Qualified Purchases are only available through your specific promo code;
- b) May not be purchased by an already-existing partner or affiliate of the Company;
- c) May not be purchased prior to the Affiliate joining the Affiliate Program;
- e) May not be fraudulent in any way, in the Company's sole and exclusive discretion;

5) PAYOUT INFORMATION

Payouts will only be available when the Company has your current address information as well as accounting and tax documentation. You will be asked to submit a W8/W9 tax form. Accounting information may include an email address for an online method of payment.

Currently, the Company employs the following methods of payout:

Paypal

Payouts will be available every month after they accrue. For example, if payouts are made every 31 days, an entire 31 day period must finish for the payout of that period to be available in the following period.

We explicitly reserve the right to change payout information in our sole and exclusive discretion. If we do so, you will be notified.

Payouts are also subject to the following restriction:

- a) Payouts are only available when a threshold of the following amount is met: \$10 (ten US dollars).

For any disputes as to payout, the Company must be notified within thirty days of your receipt of the payout. We will review each dispute notification as well as the underlying payout transaction to which it is related. Disputes filed after thirty days of payout will not be addressed.

6) TERM, TERMINATION & SUSPENSION

The term of this Agreement will begin when we accept you into the Affiliate Program. It can be terminated by either Party at any time with or without cause.

You may only earn payouts as long as you are an Affiliate in good standing during the term. If you terminate this Agreement with us, you will qualify to receive payouts earned prior to the date of termination.

If you fail to follow the terms of this Agreement or any other legal terms we have posted, you forfeit all rights, including the right to any unclaimed payout.

7) RELATIONSHIP OF THE PARTIES

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. You are an independent contractor of the Company and will remain so at all times.

8) ACCEPTABLE USE

You agree not to use the Affiliate Program or our Company for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Affiliate Program in any way that could damage our products, services, or the general business of the Company.

9) NO WARRANTIES

You agree that your use of the Affiliate Program is at your sole and exclusive risk and that any services provided by us are on an "As Is" basis. The Company makes no warranties that the Affiliate Program will meet your needs or that it will be uninterrupted, error-free, or secure. The Company also makes no warranties as to the reliability or accuracy of any information.

10) LIMITATION ON LIABILITY

The Company is not liable for any damages that may occur to you as a result of your participation in the Affiliate Program, to the fullest extent permitted by law. The maximum liability of the Company arising from or relating to this Agreement is limited to one hundred (\$100) US Dollars. This section applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

For any questions or concerns, please email us directly at the following address:
support@stonylab.com.