

Terms and Conditions

This Agreement defines your relationship with Arizona Biological Control, Inc. (dba ARBICO Organics™, ARBICO, Inc.). This Agreement contains the terms and conditions that apply to your participation as an affiliate with ARBICO Organics (the affiliate "Program"). As used in this Agreement, "we" or "our" or "us" means ARBICO Organics, and "you" means the applicant party. "Site" means a World Wide Web site.

Enrollment in the Program

1.1 Submit a completed affiliate application to begin the enrollment process. Submission of your application to the ARBICO Organics Affiliate Program implies acceptance to the terms set forth in this Agreement.

1.2 We will evaluate your application and notify you of your acceptance or rejection via email. We may reject your application if, in our sole discretion, we determine for any reason that your site is unsuitable for the program. Unsuitable sites include, but are not limited to, those that contain harmful, offensive, obscene, defamatory, illegal, threatening, harassing, infringing or racially or ethnically, or otherwise, objectionable content. If we reject your application, you may reapply to the Program at any time; however, you should not link to our Site unless you are approved for the Program. We are not accepting applications for sites and businesses located outside of the United States at this time.

Links on Your Site

2.1 You will link your site to areas within our Site using special URLs ("Required URLs") specified in the Program. You may post as many links to the Required URLs as you like on your site. The position, prominence and nature of links on your Site shall comply with any requirements specified in this Agreement.

2.2 General Link to ARBICO Organics Home Page: You may provide a general link on your Site to our home page(s) in a format to be approved by us. We will provide you with guidelines, content and graphic/artwork to use in linking to our Home Page. ARBICO Organics may with seven days prior notice (a) change, suspend or discontinue any aspect of a product offer (b) remove, alter, or modify any graphic, banner, content, or text submitted by us to you for use in connection with the sale of our products. You agree to promptly implement any request from us to remove, alter or modify any of your content or related content appearing on your site. Any failure by you to comply with the terms of this paragraph shall entitle us to, in addition to any other remedies available, suspend all new transactions for one additional commission period pending your compliance with our request to update your links.

2.3 Prohibitions: You understand and acknowledge that this Agreement is made between you and ARBICO Organics and is solely for the purpose of allowing you to link to the ARBICO Organics website. (www.arbico-organics.com)

2.3.1. You may NOT use the name ARBICO Organics or any of ARBICO Organics product names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including without limitation, those names, logos, service marks, trade dress, copyrights, and proprietary technology currently used or which may be developed and/or used by it in the future except as expressly authorized by this Agreement.

2.3.2. In particular, you may NOT use the Property, or any variation thereof, in metatags; you may NOT use the Property, or any variation thereof, in hidden text or source code.

2.3.3. You may NOT use the Property, any variation thereof, in your domain name or any other part of your Universal Record Locator (URL). Further, your Site will not, in any way, resemble, look, feel or create the impression of ARBICO Organics' Site.

2.3.4. You may not make any representations, warranties, or other statements concerning the Sites, products or services and/or policies of ARBICO Organics.

2.3.5. You may NOT engineer your site in such a manner that pulls Internet traffic away from ARBICO Organics. If your site donates any portion of its referral fees to any school, foundation or other charitable organization, you may not state or imply that ARBICO Organics or any of their Sites, including social media sites, endorse such activities or is responsible in any way for the inclusion and donation of funds to any of the schools, foundations or charities associated with your site. See also 8.2 of this Agreement.

2.3.6. You may NOT wrap or frame our Sites in any manner.

2.3.7. You may NOT purchase or bid for the placement of the terms herein, on any third party search engine or portal, including but not limited to, AOL.com, ask.com, Bing.com, excite.com, findwhat.com, Google.com, hotbot.com, looksmart.com, lycos.com, MSN.com, netscape.com, Yahoo.com using ARBICO Organics or its competitors' trademark or any variation thereof, including intentional or unintentional misspellings and typos. Bidding on these terms and redirecting links using the ARBICO Organics name is NOT permissible.

2.3.8. Use of unauthorized links or coupon codes (those links or codes not specifically provided to you by ARBICO Organics) is prohibited, and will result in the forfeiture of all commissions earned hereunder by Partner for the month(s) the unauthorized links or coupon codes appear on your site. Unauthorized coupon codes shall include, but not be limited to those coupon codes unrelated to the Program that are distributed through our stores, consumer email newsletters, retail cards or direct mail promotions. Violation of the foregoing prohibitions may result in, among other things, the immediate termination of this Agreement and/or the commencement of an action by ARBICO Organics against you seeking, without limitation, injunctive relief and/or recovery of actual, statutory and/or punitive damages.

2.3.9. You agree that you will not send, transmit and/or distribute any email that in any way suggests or implies that ARBICO Organics was the sender or sponsor of such email or procured or induced you to send such email. Additionally, you will identify yourself (the Affiliate) as the sender of the email and ensure the email does NOT contain a falsified sender name and does NOT include a false or misleading subject line.

2.3.10. You agree that you will not forward, redistribute, or otherwise repurpose any email marketing that ARBICO Organics sends to its Affiliates and/or customers.

2.3.11. You agree that you will send emails only to those recipients who have opted in to receive emails from you. You will not send emails to "harvested" or purchased lists.

2.3.12. You agree that all email marketing shall include language that notifies the recipient that he/she may unsubscribe or "opt out" from further email solicitations from you in compliance with GDPR.

2.3.13. You will comply with all local, state and federal laws as amended regarding all email marketing.

Order Processing

3.1 We will process product orders placed by customers who follow special links from your site to the ARBICO Organics site in accordance with applicable legal requirements. We reserve the right to reject orders that do not comply with any reasonable requirements that we may establish.

3.2 We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare orders forms; process payments, cancellations, and returns; and handle customer service.

3.3 We will track sales made to customers who purchase products using special links from your site to our site. To permit accurate tracking, reporting, and fee accrual, you must ensure that the special links between your site and our site are properly formatted and implemented.

3.4 ARBICO Organics will be responsible for all administration, which includes but is not limited to, issuing policies, (the "Policies", or individually, a "Policy") or certificates, customer service, billing and collection premium, preparation and printing of sales material, and paying claims.

Referral Fees

4.1 ARBICO Organics will pay you referral fees on product sales to third parties. For a product sale to generate a referral fee, the customer must follow a special link (in the format specified by ARBICO Organics) from your site to the ARBICO Organics site; purchase the product using our automated ordering system; accept delivery of the product at the shipping destination; and remit full payment to ARBICO Organics. ARBICO Organics will pay referral fees for unlimited transactions made per the specified Referral Period. Referral fees will only be paid to the last site referring the visitor to the arbico-organics.com website. Customer Service invoice adjustments (including cancelations) and reorders are not eligible to earn referral fees. Products that are entitled to earn referral fees under the rules set forth above are hereinafter referred to as "Qualifying Products."

4.2 Qualifying Products are defined as all products purchased from ARBICO Organics, including Gift certificates, Gift Cards and Repeat Delivery purchases.

4.3 Orders placed over the phone will not accrue referral fees.

Fee Schedule

5.1 You will earn referral fees based on the final sale price of ARBICO Organics Products, according to fee schedules to be established by us. "Sale price" means the sale price listed on the ARBICO Organics Site and excludes costs for shipping, handling, rebates, discounts and taxes. The fee schedule to which you agree is listed in your affiliate welcome offer email terms. All percentages listed are of "Gross Receipts" for those sales of ARBICO Organics Products via an approved link from the Affiliate's website(s).

5.2 "Gross Receipts" shall mean the (a) revenues generated by sales of ARBICO Organics Products to those Affiliate customers who (i) "clicked" from the Affiliates website during the term of this agreement, and (ii) then purchased ARBICO Organics product(s) via ARBICO Organics shopping cart, less (b) refunds, returns, credit card fees and charge backs and shall not include costs or revenues associated with sales taxes and shipping and handling. Gross Receipts shall not include any other sale or service that ARBICO Organics subsequently makes to such customer.

Fee Payment

6.1 Payments will be paid once every 30 days as stated in your affiliate welcome offer email terms. Payments will be made when your commission balance reaches that of \$25.00. Once the \$25.00 commission balance has been paid, the balance will reset to a \$0.00 commission balance and build back up till you reach \$25.00. Every time your commission balance reaches \$25.00, we will send a payment and reset the balance to \$0.00. If by the end of the calendar year your balance has not reached \$25.00, we will send a payment for the remaining balance and reset your balance. This process will continue until the expiration of your affiliate program. PayPal is our preferred payout method.

Policies and Pricing

7.1 Customers who buy products through this Program will be deemed to be customers of ARBICO Organics without affecting their status as your customer. Accordingly, all ARBICO Organics rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers with respect to their transactions at ARBICO Organics. We may change our policies and operating procedures at any time consistent with applicable laws. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Products, prices and availability may vary and are subject to change at any time. We will use commercially reasonable efforts to present current and accurate information, but we cannot guarantee the availability or price of any particular product.

Identifying yourself as an Affiliate

8.1 We will provide you with a graphic image that identifies your site as a participant in the Program. You must display this image or the words "In association with ARBICO Organics" somewhere on your site. We may modify the graphic image or this notice from time to time.

8.2 If your site is engaged in the practice of directing, transferring, or donating any portion of the Referral Fees paid to you by Arizona Biological Control, Inc. you must provide the following message: "All donations, transfers and pledges of money to any schools, foundations or other types of charitable or philanthropic organizations are made at the sole direction of (your site) and, (if applicable) of (your site's) members. ARBICO Organics is proud to have (your name) as a participant in the ARBICO Organics Affiliate Program. ARBICO Organics is not associated with any of the schools, charities or foundations associated with (your site) and makes no endorsement, express or implied of their activities. We've agreed to ship products and provide customer service for orders we receive through special links on (your site), but we are not responsible for selecting, evaluating or making donations to any of the organizations associated with (your site). We encourage you to visit (your site) often. Thank you for shopping with an ARBICO Organics Affiliate. If you have a question about an order you've placed, please don't hesitate to contact us."

Limited License

9.1 We grant you a nonexclusive, revocable right to use the image and message described in Section 8 and such other images for which we grant express permission, including, the Property, for the sole purpose of identifying your site as a Program participant and to assist in generating product sales, subject to the terms and conditions solely as set forth in this Agreement. You may not modify the image, the message, the Property, or any of our images in any way. We reserve all of our rights in the image,

the message, the Property, any other images, our trade names and trademarks, and all other intellectual property rights. You agree to follow our Trademark Guidelines (see 18.1 below), as those may change from time to time. We may revoke your license at any time by giving you prior notice.

9.2 Each party owns and shall retain all rights, title, interests in its names, logos, trademarks, service marks, trade dress, copyrights, and proprietary technology.

Responsibility for Your Site

10.1 You will be solely responsible for the development, operation, and maintenance of your site and for all content that appears on your site.

For example, you will be solely responsible for:

The technical operation of your site and all related equipment.

The accuracy, timeliness and appropriateness of content 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 content posted on your site is not libelous or otherwise illegal.

10.2 We disclaim all liability for these matters and any other matters that arise indirectly, specially, or consequentially in connection with this Agreement. Further, you will defend, 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 and/or any of your representations and warranties set forth herein.

Terms of the Agreements

11.1 The terms of this Agreement will begin upon our acceptance of your affiliate application and will end when terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving the other party prior notice of termination via a physical letter sent through postal mail. Upon termination, all ARBICO Organics and Product related content and links shall be promptly removed from your site. You are only eligible to earn referral fees on sales of Qualifying Products occurring during the term, and fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. In the event overpayment is made by us, you agree to promptly remit such excess payment upon notification by us. We may suspend your transactions to ensure that the correct amount is paid.

Modification

12.1 We may modify any of the terms and conditions contained in this Agreement at our sole discretion, with seven days written notice to you via email by offering a new Program Term with new terms and conditions attached. We will also make commercially reasonable efforts to notify you of such changes prior to implementation. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures, and Program rules. **IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED**

PARTICIPATION IN THE PROGRAM FOLLOWING THE ACCEPTANCE OF THE NEW PROGRAM TERMS WITH THE NEW TERMS AND CONDITIONS WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

Relationship of Parties

13.1 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 a) have no authority to make or accept any offers or representations on our behalf; and b) not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

Limitation of Liability

14.1 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.

Disclaimers

15.1 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; however, we will make commercially reasonable efforts to correct errors or interruptions promptly.

Independent Investigation

16.1 YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATIONS, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Miscellaneous

17.1 This Agreement will be governed by the laws of the United States and the state of Arizona. Any action relating to this Agreement must be brought in the federal or state courts having venue in or for Tucson, Arizona and you irrevocably consent to the jurisdiction of such courts.

17.2 You may not assign this Agreement, by operation of law or otherwise, without ARBICO Organics prior written consent. Subject to this restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

17.3 Our failure or agreement not to enforce your strict performance of any provision of this Agreement in a given instance will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this agreement.

Guidelines for Using the ARBICO Organics (S) Service Mark

18.1 These guidelines apply to your use of ARBICO Organics and their respective trademarks and service marks belonging to ARBICO Organics (the "Trademarks") in content that has been approved by us.

You may use the Trademarks only for purposes expressly authorized by us.

You may not modify the Trademarks in any manner. For example, you may not change the proportion, color, or font of the service marks. You may not display the Trademarks in any manner that implies endorsement of your web site or business by ARBICO Organics outside of your involvement in the Affiliate Program.

You may not use the Trademarks to disparage ARBICO Organics, its products or services, or in a manner which, in our reasonable judgment, may diminish or otherwise damage our good will in the service mark.

You must use the TM, or R symbol as applicable next to the Trademarks.

You acknowledge that all rights to the Trademarks are exclusive property of ARBICO Organics and all goodwill generated through your use of the Trademarks will inure to the respective party's benefit.

You must abide by the following Prohibitions: You may NOT use the trademarked name ARBICO Organics; You may NOT use ARBICO Organics name or ARBICO Organics Product names, or any variation thereof, in metatags; you may NOT use Arizona Biological Control, Inc., or the ARBICO Organics name or any ARBICO Organics Product names, or any variation thereof, in hidden text or source code; you may NOT use ARBICO Organics name, or any variation thereof, in your domain name or any other part of your Universal Record Locator (URL).

WE RESERVE THE RIGHT IN OUR SOLE DISCRETION TO MODIFY THESE GUIDELINES AT ANY TIME WITH SEVEN (7) DAYS NOTICE BY MAIL TO YOU, BY OFFERING YOU NEW PROGRAM TERMS WITH THE MODIFIED TERMS. WE RESERVE THE RIGHT TO TAKE ACTION AGAINST ANY USE THAT DOES NOT CONFORM TO THESE GUIDELINES.

BY FILLING OUT AND SUBMITTING THE APPLICATION FORM DISCUSSED HEREIN, I AGREE TO THE TERMS OF THIS AGREEMENT AND DESIRE TO BECOME AN AFFILIATE OF ARBICO Organics UNDER THESE TERMS AND CONDITIONS.