

Juni Learning Affiliate Program Terms and Conditions

BY SIGNING UP WITH THE JUNI LEARNING (“www.junilearning.com”, “Juni Learning service (the “Service”), “juni”, “Juni Learning” “we”, “us” and “our”) AFFILIATE PROGRAM (“Affiliate Program”), YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS (“Agreement”). YOU HEREBY AGREE THAT YOU HAVE READ AND UNDERSTOOD ALL THE CLAUSES OF THIS AGREEMENT AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS HEREIN.

YOU (“You”, “Affiliate”, or “Affiliates”) AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU, AND THIS AGREEMENT IS ENFORCEABLE AGAINST YOU.

This is a legal agreement between you (either an individual or a legal entity), and **Juni Learning** and its authorized service provider(s), distributor(s), promoter(s), and reseller(s). This Agreement outlines the rules and regulations for the **Affiliate Program of Juni Learning**.

Juni Learning Affiliate Policy found online at <https://junilearning.com/affiliate-terms> is incorporated herein by reference. Juni Learning reserves the right to approve or reject any Affiliate Program application at its sole and absolute discretion. For the rejection of the application, you will never ask for any legal recourse against Juni Learning or any Juni Learning authorized representative.

TERMS AND CONDITIONS OF THE ACCOUNT

1. You must provide your legal full name, a valid email address, and any additional information requested in order to complete the signup process.
2. You are responsible for maintaining the security of your account and password. Juni Learning cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
3. You are responsible for all content posted and activity that occurs under your account.
4. One person or legal entity may not maintain more than one account unless expressly authorized.
5. You may not use the Affiliate Program for any illegal or unauthorized purpose. You must not, in the use of the affiliate account or Affiliate Program, violate any laws in your jurisdiction (including but not limited to copyright laws).
6. You may not use the Affiliate Program to get a discount on Juni Learning services.
7. Pay Per Click (PPC) Policy
 - PPC brand keyword bidding is NOT allowed. You are not allowed to bid on this keyword and modify the keyword “Juni Learning” without prior approval.

COMPLIANCE WITH LAWS

As a condition to your participation in the Affiliate Program, you agree that while you are an Affiliate, you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, or other requirements (collectively, “Laws”) of any governmental authority that has jurisdiction over you, whether those Laws are now in effect or later come into effect during the time you are an Affiliate or participating in the Affiliate Program, including, without limitation, during the application process. Without limiting the foregoing obligation, you agree that as a condition of your participation in the

Affiliate Program, you will comply with all applicable federal, state or other Laws that govern marketing email, including without limitation, *the CAN-SPAM Act of 2003* and *all other anti-spam laws*.

COMMISSIONS AND PAYMENT

1. Affiliate commissions are approved if valid on the 1st of each month, and payouts are made within the 20th, If there is no issue with any of the campaigns/leads the affiliates referred. If there is any issue, then we have the right to hold the payment, run an investigation, and release it once we are satisfied with the investigation.
2. In case of a refund, the commission will be omitted, and if already paid, it will be adjusted from the next payout. If there is no next payout within the next 30 days, then the affiliate will be liable to pay back the commission, or we'll open a dispute.
3. Commission For Juni Learning Affiliates:
 - Juni Learning affiliates receive up to \$100 recurring commission on every referral for 3 months.
 - Affiliates may get up to a \$300 bonus on every 10 sales.
 - Cookie duration: 60 days.
 - The minimum payout is One Hundred US Dollars (\$100).
4. In case of no valid/approved new leads and sale(s) within 6 months from the last activity, the affiliate account will be frozen. A new referral lead/sale or manual review request is required to re-activate the account.
5. In terms of referring an old Juni Learning Client (who had a subscription earlier) - the commission will be subject to manual review and approval by the Juni Learning team.
6. Affiliate Managers can ask anytime, for proper due diligence and KYC to issue payments.
7. Self-referral will not count as a qualified "referral", therefore will not be eligible for commission, or will not be counted toward two referrals to qualify for a payout.
8. In some cases, we can give credit to an affiliate even if the customer didn't sign up through their link by mistake. If you have a case like that, contact us at with the details of your referral.

RESPONSIBILITIES

Affiliates must follow the brand voice, mission, vision, and values of Juni Learning (collectively, the "Brand").

Approved Affiliates will be solely responsible for the development, operation, and maintenance of their site in connection with the Affiliate Program and for all materials that appear on such site. By way of example, but not limitation, you will be solely responsible for:

- a. The technical operation of your site and all related equipment.

- b. Ensuring the display of links to Juni Learning Services on your site do not violate any agreement between you and any third party (including, without limitation, any restrictions or requirements placed on you by a third party that hosts your site);
- c. The accuracy, truth, and appropriateness of materials posted on your site (including, among other things, all Service-related materials and any information you include within or associate with links to Juni Learning)
- d. 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);
- e. Ensuring that materials posted on your site are not libelous or otherwise illegal; and
- f. Ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or Juni Learning cookies on visitors' browsers.

TERMINATION

Your Affiliate application and status in the Affiliate Program may be suspended or terminated for any of the following reasons:

1. Inappropriate advertisements, including, without limitation, false claim(s), misleading hyperlinks, brand bidding (PPC), and the like.
2. Coupon and rebate sites are not allowed unless it is a direct match with our target market.
3. Spamming (mass email, mass newsgroup posting, etc.).
4. Advertising on sites containing or promoting illegal activities.
5. Failure to abide by the Federal Trade Commission guidelines and regulations, or any applicable Laws.
6. Violation of the Juni Learning brand, or any Juni Learning intellectual property rights, including, without limitation, copyright or trademark,, or any abuse or misuse of our intellectual property rights.
7. Manipulating or influencing any customer with wrong ideas to earn the Affiliate commission.
8. Repetitive self-referrals, fraudulent transactions, or suspected Affiliate fraud.
9. If the Juni Learning or any Affiliate manager team does not feel comfortable in their sole and absolute discretion about its brand value with the Affiliate's promotional method(s).

Juni Learning, in its sole and absolute discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Affiliate Program or any other Juni Learning service for any reason at any time. Such termination will result in the deactivation or deletion of your Affiliate account and/or denial of access to your account, and the forfeiture and relinquishment of all potential or to-be-paid commissions in your account earned or suspected to be earned through fraudulent or illegal sales or marketing methods, or overly aggressive, questionable sales or marketing methods, as determined by Juni Learning in its sole and absolute discretion. Juni Learning reserves the right to refuse service to anyone for any reason at any time.

In addition to the foregoing, Juni Learning reserves the right to terminate any Affiliate account at any time without disclosing the reason.

IDENTIFYING YOURSELF AS A JUNI LEARNING AFFILIATE

You may not issue any press release with respect to this Agreement or your participation in the Affiliate Program; such action may result in your termination from the Affiliate Program. In addition, you may not in any manner misrepresent or embellish the relationship between you and Juni Learning, including, without limitation, expressing or implying that you develop the service Juni Learning provides, expressing or implying you are part of Juni Learning in any way, or expressing or imply any relationship or affiliation between you and Juni Learning except as expressly permitted by this Agreement (including, without limitation, by expressing or implying that Juni Learning supports, sponsors, endorses, or contributes money to any charity or other cause).

USES of PROMOTIONAL LINKS and MATERIALS

After signing up for the Affiliate Program and approved, you will be assigned a unique Affiliate Code. You are permitted to place links, banners, or other graphics provided with your Affiliate Code on your site, in your emails, or in other communications. Subject to the terms of this Agreement, Affiliates may use the graphics and text links provided both on their website and within email messages or social media.

Affiliates may use the graphics and text provided by or on behalf of Juni Learning, or may create their own as long as they are in line with the terms of this Agreement, the Brand, and are not otherwise deemed inappropriate by Juni Learning in its sole and absolute discretion.

CUSTOMER DEFINITION

Customers who get service through this Affiliate Program will be deemed to be our customers. Accordingly, all of our 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 services sold under this Affiliate Program in accordance with our own pricing policies. Package prices and availability may vary from time to time.

RELATIONSHIP OF PARTIES

You are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Juni Learning. 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 Agreement, including, without limitation, the relationship between you and Juni Learning.

LIABILITY

Juni Learning uses third-party affiliate tracking software/marketplace and will not be liable for indirect or accidental damages (loss of revenue, commissions) due to affiliate tracking failures, loss of database files, or any results of intents of harm to the Affiliate Program and/or to our website(s) and/or to the affiliate tracking software/marketplace's website(s).

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 Affiliate 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 Affiliate Program will not exceed the total commissions paid or payable to you under the terms of this Agreement.

TERM OF THE AGREEMENT

The term of this Agreement will be effective immediately upon your acceptance in the Affiliate Program and will end when your Affiliate account is terminated.

The Agreement may be modified by Juni Learning at any time. Your continuing participation in the Affiliate Program will constitute your acceptance of any change.

ELECTRONIC SIGNATURES EFFECTIVE

The Agreement is an electronic contract that sets out the legally binding terms of your participation in the Juni Learning Affiliate Program. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by completing the Juni Learning Affiliate Program application process. This action creates an electronic signature and binds you under a legal agreement.

INDEPENDENT INVESTIGATION

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 WEBSITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEBSITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILIATE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

ARBITRATION

Any dispute relating in any way to this Agreement (including any actual or alleged breach thereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration, 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 (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

MISCELLANEOUS

This Agreement will be governed by the laws of The United States, 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.

The failure of Juni Learning to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. This Agreement constitutes the entire agreement between you and Juni Learning, superseding any prior agreements between you and Juni Learning (including, but not limited to, any prior versions of this Agreement or any other Terms and Conditions).

Juni Learning reserves the legal right to update and change the terms and conditions of this Agreement from time to time without any prior notice. Any new features that augment or enhance the current Affiliate Program, including the release of new tools and resources or other Products, shall be subject to this Agreement. Continued use of the Affiliate Program after any such changes shall constitute your consent to such changes.