

# Supercharged Science Affiliate Agreement

Ver. 09-2014

## Summary of this agreement

1. You receive \$30 for every new customer you refer to our e-science program who then goes on to become a non-trial paying member anytime within 6 months after the referral. A "referral" means that the customer clicked your affiliate link to learn about the e-Science program. "Non-trial" means the member is paying \$37 or more per month, and not on a promotional trial (like a \$1 trial). The \$30 commission rate applies to regular-price members who pay \$37/mo. or more. You will receive a \$25 commission for the sale of individual Ultimate Science Curriculum (USC) DVD's or "Packages". Packages are special offers that bundle together 3 or more USC DVD's at a large discount.
2. You may generate leads through any legitimate means you like. You may put banner ads on your website, send your affiliate link in emails to your email list, promote via homeschool groups, place paid ads in appropriate places, use social media, personal relationships, etc. Of course, you may not spam people.
3. Affiliate commissions are paid 60 days after the customer begins a fully-paid enrollment in e-science (This does not include free trials or \$1 trials). This is to ensure the member hasn't requested a refund, filed a chargeback request with their credit card company, given a bad credit card number, etc. Basically, as long as we get the money from their payment, you get a commission.
4. Since this is a membership program, our hope is that they remain enrolled in the program. You get paid regardless of whether they continue beyond the first fully-paid non-trial month. The program is \$37 per month for most people. We give you \$30 of their first non-trial month's enrollment (i.e. the first month that they pay \$37 or more). We make money if they choose to continue their enrollment beyond this month.
5. We prefer to pay commissions via Paypal, but can make other arrangements if necessary.
6. We will provide you with a sales page and some promotional material, but you are free to promote the program using whatever materials you like (as long as they accurately describe the program).

## Full Legal Affiliate Agreement

The following are the terms and conditions of participating in the Supercharged Science e-Science Affiliate Program. "Affiliate" refers to yourself, and "Supercharged Science" refers to Destiny: Success, LLC dba Supercharged Science, with an address of P.O. Box 985, Templeton, CA 93465.

## Payments and Commissions

Supercharged Science will pay the Affiliate a \$30 commission for each e-Science (or e-Camp) initial sale that is at a non-trial price (\$37 or more for a standard grade K-8 enrollment), which is identified as a visitor from Affiliate's web site or other promotion using their unique Affiliate Link. An initial sale is the first paid e-Science enrollment by an individual or organization that is not a trial. A trial is enrollment at a promotional rate of less than \$37 per month. For special promotions or sales that offer standard grade K-8 memberships for \$37 per month, the Affiliate will receive a \$30 commission. Commissions will be paid for any non-trial enrollment that occurs within 6 months of the most recent referral.

Affiliate commission shall be paid via paypal approximately 60 days after a customer begins enrollment in e-Science (or e-Camp) unless other payment methods have been arranged. Since we offer a 30-day full money-back guarantee This 60-day period is to ensure the customer hasn't requested a refund, filed a chargeback request with their credit card company, given an expired credit card, etc. Supercharged Science reserves the right to modify the payment schedule as long as notice is posted to our Web site's affiliate area. If commission does not exceed \$40 for U.S. based affiliates or \$60 for all others during prior period, Supercharged Science reserves the right to hold payment until commissions accumulate to the minimum amount.

Payments for purchases on payment plans will be made proportionally based on how much the customer has paid.

Although the Affiliate Program is not limited to the U.S. all payments will be made in U.S. dollars. Payments will be made only via paypal unless other arrangement have explicitly been made.

If a qualifying sale is canceled or refunded after the Affiliate is paid, the related commission will be deducted future next monthly payments.

Affiliates are NOT employees of Supercharged Science and are responsible for their own local, state, or country taxes, as well as any other applicable filings, insurance or requirements.

All Affiliate applications are subject to approval by Supercharged Science.

Both Supercharged Science and the Affiliate reserve the right to terminate this agreement at any time. If canceled, outstanding commissions for current period at time of cancellation shall be paid in the next monthly payment so long as rules of this agreement were not violated by the Affiliate.

## **Affiliate Link**

You will be issued an "Affiliate Link", or unique URL, which allows Supercharged Science to identify visitors from your site as originating from you. These visitors are tracked with this unique URL and sales are recorded with your Affiliate Id. To receive commissions, you must use the provided Affiliate Link. The URL may be in various forms such as a banner, image, or text link.

Supercharged Science reserves all rights in or to its trademarks and servicemarks but may be used by Affiliate in accordance with this agreement. The Supercharged Science trademark may not be used to register internet domain names for any purpose. Affiliate may in no way display a Supercharged Science logo, image, or trademark which may be distasteful, defame, or misrepresent.

Affiliate shall not misrepresent Supercharged Science products or services.

Affiliate is solely responsible for insuring that their Affiliate Link is set up properly to qualify for commissions.

Affiliate may not use their own Affiliate Link to order services from Supercharged Science until Affiliate has been paid a commission on at least 10 other sales members. Doing so will result in immediate reversal of any commission. In other words, you can't get paid on your own e-Science enrollment (or other purchase) until you've been paid a commission for at least 10 other sales.

Affiliates will not get commissions for referrals of prior e-Science members who have cancelled their membership within the past year. In other words, you can't get a commission on someone who has been a member and recently cancelled, then re-enrolls using your affiliate link.

Affiliate agrees to not send unsolicited mail or SPAM mail to promote any of Supercharged Science products or services. This action WILL RESULT in immediate termination of your account with a cancellation of any pending commissions. Affiliate will also be in violation of the Supercharged Science Affiliate Agreement and subject to legal action. However, Affiliate should feel free to email their own list or any list they have legal rights to.

## **Prohibited Websites**

Websites that promote: sexually explicit material, gambling or violence do not qualify as an Affiliate. Sites that promote discrimination based on race, sex, religion, national origin, and physical disability, shall not be accepted. Sites that promote illegal activities shall not be accepted. Do not apply if your site promotes these kinds of activities. By applying, you are stating that your Site does not promote or endorse these activities.

## **Term of Agreement**

This agreement remains in effect for a period of 1 year, or until cancelled by either party. After 1 year, it may be renewed upon mutual agreement of both parties.

Commissions earned through the date of expiration or cancellation of this agreement will remain payable only if the qualifying sales are not cancelled or refunded by the referred Customers. Payment of the final Commission payment to the Affiliate may be withheld for a reasonable time in order to ensure that the correct amount is paid.

## **Disclaimer**

Supercharged Science will make every reasonable effort to track and pay commissions for all sales that apply to Affiliate. However, Supercharged Science is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily disrupt or diminish this service.

## **Privacy**

To protect Supercharged Science customer privacy, we cannot provide identifying customer names and contact information to you. However, we will provide a report detailing date of each qualifying enrollment, and perhaps other data, for your records.

## **Independent Contractor**

The relationship between Supercharged Science and Affiliate established by this Agreement is that of independent contractors. Supercharged Science and Affiliate shall each conduct its respective business at its own initiative, responsibility and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein. Term "Affiliate" shall not be interpreted as a legal partner or affiliate, simply as an independent contractor for Supercharged Science under this agreement.

## **Limitation of Damages**

Supercharged Science shall not be held liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or program, even if Supercharged Science has been advised of the possibility of such damages. Supercharged Science aggregate liability arising under or with respect to this agreement or the program shall in no event exceed the total commissions paid or payable by Supercharged Science under this agreement.

Affiliate understands that Affiliate tracking may not be 100% accurate and Supercharged Science is not responsible for inaccuracies that might occur beyond its control (we rely on cookies for tracking). Tracking of Affiliate sales depend on several factors which are out of the control of Supercharged Science. It is the goal of Supercharged Science to make Affiliate tracking as accurate as possible, however, Supercharged Science cannot guarantee 100% tracking for situations beyond its control.

## **Warranty Disclaimer**

Supercharged Science makes no warranties expressed or implied with regard to Affiliate Program except as outlined in this agreement.

## **Governing Law**

This agreement shall be governed by the laws of the State of California in the county of San Luis Obispo and the United States. Any matters requiring legal action are to be addressed in the aforementioned jurisdiction and are to be settled by binding arbitration.

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END OF AGREEMENT

## **Affiliate Application**

To become an affiliate, please complete the online application at:

[www.superchargedscience.com/affiliate/affiliate\\_signup.htm](http://www.superchargedscience.com/affiliate/affiliate_signup.htm)

By completing the online application, you are stating that you agree to the terms and conditions of this document.