

# Affiliate Program

TERMS OF USE & PRIVACY LE CAPUCIN INC.

By registering for the Le Capucin Inc. affiliate program, you acknowledge that you have read and understood the terms and conditions of this contract. You agree to be legally bound by each of the terms and conditions presented in this document.

# 1. Affiliate Agreement

This document describes the terms and conditions of participation in the Le Capucin Inc. affiliate program. In this agreement, the term "Affiliate" refers to you and the term "Affiliate" refers to the Le Capucin Inc. affiliate program.

#### 2. Affiliate URL

Affiliates receive a special URL upon enrollment in the **Le Capucin Inc.** affiliate program, which allows affiliates to be paid accurately and substantively for all sales associated with their referrals. There is no limit to the number of unique links shared from the site. Customers must click on the affiliate's link in order for the affiliate to be eligible for a commission under **Le Capucin Inc.** 

### 3. Affiliate QR Code

Affiliates can apply for a QR code or promotional code to facilitate referrals for trade shows, exhibitions or any other representation activity. To access this, you must make a formal request to services@lecapucin.ca.

Customers must use the QR code link or promotional code at the time of purchase in order for the affiliate to earn a commission according to Le Capucin Inc.

#### 4. Commission

You will receive a percentage of 10% on the total of completed sales transactions of natural products for children, adults and animals made on the website of Le Capucin inc (Erreur! Référence de lien hypertexte non valide.) with your unique URL. A percentage of 5% on the rest of the site (except for a list of exceptions) will also be given to you. Some products whose profit margins are too low do not allow us to offer discounts to affiliates. This list varies according to the stocks so a list will be given to you on request.

Full payment from the customer using the unique URL is essential to earn and record a commission. The affiliate is solely responsible for the accuracy of the spelling of the URL used by the customer (their reference). In the case of a purchase, if a customer has returned an item, the commission for that particular transaction is forfeited and proof of the customer's refund will also be sent to the affiliate. It is not permitted to disclose the financial transaction history to anyone other than Le Capucin Inc. and the approved affiliate member (you).

## 5. Commission Tracking

All affiliates can track their commissions on the Jaffili website in the affiliate and merchant section via the Affiliatly management tool. This is an external company that allows JAFFILI Inc. and affiliates to track their affiliate program performance - their statistics, revenue and payment history - in an accurate and accountable manner.

Affiliates are provided with their unique login code and ID so that they can track their individual statistics, revenue and payment history. Individual statistics, earnings and payment history are not shared with other affiliates. Only Affiliates, Le Capucin Inc. and Jaffili will be able to see their information. Affiliate has a single account and access to Le Capucin Inc. authorized through that account. Merchant has one account and a list of all their affiliates is included.

# 6. Payment

**Le Capucin Inc.** pays affiliates via *Interac Desjardins transfer* on the last day of each month if the minimum amount of \$50 is reached. If you wish, you can let your rewards increase up to a maximum of \$250. You can also request a gift card for the face value.

To receive your Interac e-Transfer, you must send us an itemized invoice (see attached sample) to <a href="mailto:services@lecapucin.ca">services@lecapucin.ca</a> by the 25th of each month. If you are registered for GST and QST, please write your numbers on your invoice.

## 7. Fulfillment of orders

Le Capucin Inc. will be responsible for processing each order placed by a customer using the affiliate's URL. Only affiliates authorized by Le Capucin Inc. may access payments and/or sell Le Capucin Inc. products from other websites as a "distributor".

## 8. Promotional Restrictions

All forms of advertising mentioning Le Capucin Inc, Capucin & Cie, Capucin Academy or any other mention including the word "Capucin" must be approved. Numerous banners are available in the "Banners" section of the Affiliatly tool. Any other visual or promotion must be approved by Le Capucin Inc. before being used.

## 9. Relationship between the parties

Affiliates are independent contractors and nothing in this agreement creates a joint venture, agency, franchise, sales representative or employment relationship between the parties. Affiliates have no authority to make or accept offers or representations on our behalf. Affiliates shall not make any statements, whether on their sites or otherwise, that would reasonably contradict this Agreement. No therapeutic claims shall be used by Affiliates. Capuchin Inc. and Capuchin & Co. (Third Party) are not responsible for any advice, comments or opinions expressed by the Affiliate.

#### 10. Terms and Termination

The terms of this document begin when you sign this agreement and terminate at the request of either party. Either The Capuchin Inc. or Affiliate may terminate this Agreement at any time, with or without cause. Upon termination of this Agreement for any reason, all licenses granted hereunder will terminate immediately. Your unique URL will also be terminated, and we will no longer be obligated to pay you a commission.

#### 11. Miscellaneous

If any provision of this Agreement is determined by a court to be unenforceable, it will be severed from the Agreement and the remaining provisions will remain in effect. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec without regard to its conflict of law principles. In the event of a conflict, such as a breach of any of the terms of this Agreement, while this Agreement is still in effect, you will be required to provide identification including proof of address.

By registering for the Le Capucin Inc. affiliate program, you acknowledge that you have read this Agreement and agree to all of its terms and conditions. You also affirm that you have independently evaluated this program and have not relied on any representation or warranty other than in this Agreement.

By registering for the Le Capucin Inc. affiliate program, you acknowledge that you have read and understand the terms and conditions of this Agreement. You agree to be legally bound by each of the terms and conditions set forth herein.

If you have any questions or require additional information, please contact us ©

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