



AFFILIATE PROGRAM TERMS & CONDITIONS

This affiliate program is owned and operated by Franklin & Willow.
These are the affiliate terms as of May 1, 2020.

PROGRAM HIGHLIGHTS:

Sale Commission: 20% on template sales and
\$100 flat commission on custom design bookings.

Cookie: 60 days

Commission Delay: Commissions will be paid
30 days after the initial sale via PayPal.

WELCOME

Thank you for your interest in the Franklin & Willow Program! I'm so excited for you to join! The below affiliate agreement clarifies all of the details of what is acceptable, expected, and permitted. It defines how the program works, my roles and responsibilities, how Affiliates are paid commission, and what your responsibilities are as an Affiliate for Franklin & Willow.

This Agreement is put in place to protect not only you, but also Caryssa, so please do read it carefully. Your participation in the Affiliate Program is conditional on your acceptance of the terms and conditions contained in this Agreement. You are deemed to have accepted this Agreement by applying to participate in the Affiliate Program. And if you have any questions at all, please email me at hello@franklinandwillow.com.

IMPORTANT ITEMS:

- Affiliates must not send unsolicited emails and must comply with the CAN-SPAM act, and any applicable laws in your jurisdiction.
- Affiliates must not register and/or use domains with the wording: "Franklin & Willow," "Caryssa O'Connell," or any of its other properties, or any similar term contained within such domains.

- Affiliates must not disparage or misrepresent Franklin & Willow or any of its other properties in anyway, in particular using words like "scam" or "rip-off."
- Affiliates must not bid on or otherwise attempt to acquire any rights in Franklin & Willow or any of its other properties for copyrights, service marks, or trademarks.
- Affiliates must not promote Franklin & Willow or any of its other properties on or through any sites with inappropriate content, as determined by Franklin & Willow.
- Affiliate is deemed to have accepted the terms of this Agreement if they are approved to participate in the Affiliate Program.
- Violation of these terms may result in forfeiture of commissions earned.
- As an affiliate, you are solely responsible for the results of your actions.

WHO CAN BE AN AFFILIATE?

All Affiliates must be at least 18 years old. Currently the affiliate program is only open to past customers and clients of Franklin & Willow and the template shop. If you think an exception should be made, please reach out to hello@franklinandwillow.com.

WHAT DOES AN AFFILIATE DO?

An Affiliate takes on the role of promoting Franklin & Willow's custom design experiences, products in the Franklin & Willow template shop, or any of our other properties.

WHAT PRODUCTS AND SERVICES ARE ELIGIBLE?

At this time, all website templates in the Franklin & Willow template shop are eligible for Affiliate Commission. Additionally, only full custom design packages apply toward Affiliate Commission (*namely*: "The Willow Experience," "The Maple Experience," and "The Elm Experience").

HOW DO COMMISSIONS WORK?

Template Shop Commissions:

Franklin & Willow will supply you with an Affiliate account and dashboard, which enables you to create an Affiliate Link. An "Affiliate Link" is defined as a web URL or hyperlink which contains the Affiliate's ID with the intention of tracking referred traffic to Franklin & Willow or any of its properties.

When an Affiliate directs or sends a prospective buyer to Franklin & Willow via a correctly formatted Affiliate Link, and that visitor then purchases a product from Franklin & Willow, the Affiliate will receive a commission from Franklin & Willow on the sale of that product. Your affiliate links will use website cookies. The purchase must happen within 60 days from the link click for the commissioning to apply. All commissions are paid in US dollars.

Custom Design Service Commissions:

To receive commission for custom design referrals, a client must mention your name or business name as their referral and book a custom design service (Branding Package,

Website Package, or Branding & Website Package). Once the service is booked, Caryssa will notify you via email. You will then receive \$100 commission within 30 days from the client booking.

LINK & REFERRAL COMPENSATION:

Affiliates will only be compensated when the buyer uses the Affiliate Link to purchase. You are solely responsible for ensuring that your Affiliate Link is set up correctly. We are not responsible for your failure to receive any Commission due to the incorrect formatting or configuration of your Affiliate Link.

In the event of a custom design referral, the Affiliate will not be compensated unless the client mentions the Affiliate's name or business name in the initial inquiry form or conversation.

Compensation for both template shop purchases AND custom define referrals does not apply to referrals made prior to the Affiliate's participation in the Affiliate Program.

HOW PAYMENTS WORK:

Franklin & Willow will pay Affiliate via PayPal Business. Affiliates must be connected with PayPal to receive payments, otherwise the commissioned payment will not go through.

Template Shop Payments:

Franklin & Willow will pay Affiliate in a reasonable manner, within 30 days after each sale made. Franklin & Willow will provide Affiliate with compensation at a rate of 20% commission less any chargebacks, refunds, discounts or credit card fees per sale.

For example:

- *(Full Price)* Buyer purchases a template for \$100 minus 3% credit card processing fee = \$97. Affiliate then earns a 20% commission on the \$97, totaling \$19.40 in commission.
- *(Discounted)* Buyer uses a 40% coupon code on a template originally priced at \$100. So the buyer purchases the discounted template for \$60 minus 3% credit card processing fee = \$58.20. Affiliate then earns a 20% commission on the \$58.20, totaling \$11.64 in commission.

Custom Design Referral Payments:

Franklin & Willow will pay Affiliate via PayPal Business within 30 days of the booked design service. Franklin & Willow agrees to provide Affiliate with compensation a flat fee of \$100 per referral.

CHARGEBACKS AND REFUNDS:

If a buyer who used your Affiliate Link requests a refund that is granted within 30 days of the original purchase, your commission will be revoked. In this case, the refund will have occurred before the payment was delivered to your bank account. If we are charged back due to a

customer refund at any time up to 12 months from the date of the sale, you will be charged back for that commission. Please note that refunds are rare.

PROMOTION AGREEMENT:

As an Affiliate, you agree to promote the Franklin & Willow shop and/or custom design services at least 5 times per year. Promotion ideas could include (but are not limited to) the following: Instagram stories, blog posts, email newsletters, social media posts, podcast mentions, etc.

Franklin & Willow agrees to provide Affiliate with resources such as share graphics and post verbiage to use in promotions.

PROGRAM CHANGES:

Franklin & Willow reserves the right to make changes to the affiliate payment percentage or flat fee as needed. Affiliates will be given a 30-day notice before such changes occur.

You must read and comply with the entire Terms and Conditions above.

If you do not see a usage scenario here that applies to your intended usage, or for any questions about our branding guidelines, contact us at hello@franklinandwillow.com.