



not forgotten[®]
SHARE YOUR STORY

NotForgotten Affiliate Agreement

Headline terms in plain English

1. You need to submit an application for the Program. You are considered an Affiliate only if we inform you of your acceptance to the Program.
2. All the information you provide to us must be accurate.
3. You need to agree to these terms to become an Affiliate. When you electronically sign the document, you consent to the terms of the NotForgotten Affiliation Program.
4. If you violate these terms, NotForgotten can terminate your participation in the Affiliation Program.
5. We can reject any application at our sole discretion.
6. If your site is offensive, abusive, defamatory, promotes illegal activities or includes objectionable materials, it will be considered as unsuitable for the Program.
7. If NotForgotten accepts an Affiliate Application and thereafter the Affiliate Site or activity is determined (in NotForgotten's sole discretion) to be unsuitable for the Program, NotForgotten may terminate the Affiliate's participation in the Program at any time.
8. We do not need to provide an explanation for our rejection.
9. If you are rejected from the Program, you can try and re-apply.
10. You consent for us to send you materials in connection with the Program and that we will review your website.
11. We will provide you with a Tracking Code which you need to use in every link to our website
12. You will receive Affiliate Fees for every new user that purchases a Premium Package via the Tracking Code (on a "First click" approach).

13. A Qualified Purchase can take place only within 180 days from the first visit of the user on the NotForgotten Website.
14. Affiliate Fees are paid only for the first Qualified Purchase of a user.
15. We determine our own prices and policies. You should keep track of our changes to properly display them on your site.
16. Affiliate Fees are adjusted if the Qualified Purchase is made under sale terms.
17. Notforgotten will produce monthly reports NotForgotten for your Affiliate Fees.
18. It is your responsibility to properly format the tracking code.
19. You cannot modify the Tracking Code. Any fees you earn are subject to your usage of the Tracking Code. You may not use the Tracking Code for any other purpose
20. You cannot use Spam when you are promoting NotForgotten.
21. Any emails you send in connection with this Program must comply with the law.
22. You will not purchase any domain name that includes our trademarks.
23. You cannot use cookie stuffing methods without the users' knowledge.
24. You cannot use our materials for any client-side applications.
25. We own all rights to our website, the Program and our Intellectual Property.
26. We grant you a license to use our trademarks solely for this Agreement.
27. You cannot modify any of our Ads or our trademarks.
28. You need to display the NotForgotten Ads in good taste.
29. You cannot make misleading claims about NotForgotten.
30. We can require you to remove, or modify any of the NotForgotten Ads.
31. If requested by NotForgotten you will clearly disclose that you participate in our Program and may receive fees from us.
32. You are responsible for the content on your website and the content on your website must not infringe the rights of any third party. You need to comply with all applicable laws in connection with your activities, especially with regard to email practices
33. You can have a Sub Affiliate(s) as long as you comply with these terms.
34. You take full responsibility for any Sub Affiliate(s) you have. You are responsible for the actions of your employees and agents.
35. Each of us can terminate the Agreement upon a ten-day notice. Upon termination, you need to remove all NotForgotten materials from your website.
36. You are welcome to seek legal, financial and/or technical advice in connection with this Agreement.

The Agreement

This affiliate agreement, dated as of _____ (the "Effective Date"), is entered into by and between NotForgotten Operations LLC. with an address at 525 Michelle Mews, Princeton, NJ USA , 08542 ("NotForgotten") and

with an address at

(the "affiliate").

Definitions

"Designated Links" means links to the NotForgotten Site, which are placed on the Affiliate's Site and which properly use a specially tagged URL link containing a Tracking Code the format of which is provided by NotForgotten.

"Tracking Code(s)" means specific unique code(s) that NotForgotten will provide the Affiliate to track the traffic and users which arrive via the Affiliate activity (including but not limited, from the Affiliate Site). This Tracking code will be embedded within the Designated Links to be used by the Affiliate in creating links to NotForgotten Site. NotForgotten tracks its users by cookies, which shall expire within one hundred and eighty (180) days. If any users will not have cookies for any reason whatsoever (including if the applicable cookies have expired), such users will not be considered as Referred User of the Affiliate.

"Sponsored Link" means a link (including without limitation, within banners) offered, created, or displayed for a fee (whether on a "cost-per-click" basis, commission, or any other commercial arrangement) by any internet search engine, portal, sponsored advertising service or other search or other referral service or third party websites (other than Sub

Affiliates) which uses search terms or keywords to identify, draw attention to, or direct internet traffic to an internet site including, without limitation, the "Google Display Network.

"User" means both Referred Users and Premium Referred Users. "Premium" is a "referred" user that makes a Qualified Purchase.

"NotForgotten Marks" means, without limitations, NotForgotten trademarks, service marks, trade dress, trade names, corporate name, logos and any other distinctive brand features used in or related to NotForgotten's business.

"Premium Package" means any of the charged packages offered by NotForgotten in the NotForgotten Site, as may be updated and/or modified from time to time by NotForgotten. Charged package which: (i) was either cancelled within fourteen (14) calendar days from the day it was purchased; or (ii) was refunded in accordance with NotForgotten refund policies or the applicable law, as may be from time to time; or (iii) was not duly and fully paid by Premium Referred User(s), will not be considered as a Premium Package.

“NotForgotten Site” means and/or any other website as may be added by the Company, in its sole and absolute discretion, from time to time.

“Referred User” means a user that purchased a product through NotForgotten, through Affiliate’s Tracking Codes from Affiliate Site, email, or other communications.

Agreement

The term of this agreement (the “Term”) shall begin on the Effective Date and shall last until it is terminated by either party hereunder.

1. Joining the program

- 1.1 To begin the enrollment process, the prospective Affiliate shall submit a complete Affiliate Application via NotForgotten Site. Affiliate must provide full, true and accurate information in the Affiliate Application. NotForgotten will evaluate Affiliate’s Application in good faith and may notify him/her of its acceptance or rejection within approximately thirty (30) business days. Unless prospective Affiliate received a clear written notice from NotForgotten confirming his participation in the Program, it shall not be deemed to be part of the Program.
- 1.2 NotForgotten may reject Affiliate Application if NotForgotten determines, in NotForgotten’s sole discretion, that the Affiliate Site or activities are unsuitable for the Program for any reason. If NotForgotten accepts Affiliate Application and thereafter the Affiliate Site or activity is determined (in

NotForgotten’s sole discretion) to be unsuitable for the Program, NotForgotten may terminate the Affiliate’s participation in the Program at any time.

- 1.3 Unsuitable Affiliate Sites or activities may include, but not be limited to, sites containing or activities related to illegal, offensive, abusing, infringing content, or which incorporate images or content that is, in any way, unlawful, harmful, threatening, defamatory, obscene, harassing or racially, ethically or otherwise objectionable, including without limitation, sites or activities that: promote violence; promote gambling; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; promote illegal activities or incorporate any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights of any third party or of NotForgotten, or are directed towards children under 13 years of age (collectively, “Content Restrictions”).
- 1.4 NotForgotten shall not be required to provide any explanation to its rejection of any prospective Affiliate
- 1.5 Once accepted to the Program, Affiliate hereby agrees to NotForgotten: (a) sending from time to time to Affiliate emails and other communications regarding the Program, and (b) reviewing and monitoring the Affiliate Site to verify compliance with this Agreement.

2. Tracking codes and ads

- 2.1 To permit accurate tracking, reporting, and Referral Fee accrual, NotForgotten will provide Affiliate with a specific Tracking Code. Affiliate must ensure that each of the links between its Affiliate Site and NotForgotten Site properly utilizes the Tracking Codes provided to Affiliate.

2.2 Affiliate is not authorized to alter, modify or change any of the Tracking Codes. Affiliate will only earn payments in accordance with the Referral Fees Plan (Section 1, Column B). NotForgotten will not be held liable to the Affiliate with respect to any failure by Affiliate to use such Tracking Codes. NotForgotten will not be responsible for errors which may occur in the tracking of transactions if the Affiliate has made or caused any such modification to the Tracking Code. For the avoidance of doubt, Affiliate will use the Tracking Code only for the purposes of the Program. Any other use of the Tracking Code will be considered void and subject to NotForgotten sole discretion - shall be deemed as breaching this Agreement and will not entitle Affiliate to any Fee, which is based on such unauthorized use.

2.3 NotForgotten hereby grants to Affiliate a non-exclusive, non-transferable, limited license to use the NotForgotten Marks contained in the Ads provided to Affiliate by NotForgotten for the sole purpose of this Agreement (the "License"). NotForgotten will provide Affiliate with the necessary information to allow Affiliate to make appropriate Ads from the Affiliate Site to NotForgotten Site unless approved in advance and in writing by NotForgotten. Affiliate may not use any of the NotForgotten Marks in any manner other than as contained in the Ads. Furthermore, Affiliate may not modify any of the Ads in any way, whatsoever unless approved in advance and in writing by NotForgotten. The License shall expire upon the expiration or termination of the Affiliation Term.

2.4 Ads include, but are not limited to anchor text, banners, button links, text links, or other graphic devices. Affiliate shall display the Ads in good taste. Affiliate may not use

the Ads and the NotForgotten Marks contained therewith in a manner that, in NotForgotten's sole discretion, is disparaging or otherwise portrays NotForgotten in a negative light. Affiliate shall have no other right, title or interest in or to the Ads and NotForgotten Marks contained therewith other than as specified in the limited License granted herein.

2.5 AFFILIATE WILL BE SOLELY RESPONSIBLE FOR THE CONTENT AND MANNER OF ITS MARKETING ACTIVITIES. ALL MARKETING ACTIVITIES MUST BE PROFESSIONAL, PROPER AND LAWFUL UNDER APPLICABLE RULES OR LAWS.

2.6 NotForgotten may at any time, without prior notice, require the Affiliate to remove or modify the Ads, or dynamically replace the NotForgotten creative or text with creative or text suitable to NotForgotten in NotForgotten's sole discretion.

2.7 As between Affiliate and NotForgotten, NotForgotten shall own all right, title and interest, including all Intellectual Property Rights, in and to the NotForgotten Site, the Program and NotForgotten Marks

3. Emails

3.1 If Affiliate sends, or causes to be sent, any messages or communications by electronic means, including but not limited to email and instant messages ("Emails") in connection, directly or indirectly, with this Agreement and/or the Program, then Affiliate agrees, acknowledges, represents and warrants that all such Emails shall be in full-compliance with all applicable federal and state laws and regulations regarding the use of electronic messages, including without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing

Act of 2003 ("CAN-SPAM Act") and the Children's Online Privacy Protection Act of 1998 ("COPPA") and all other laws in the applicable the Affiliate and Affiliate Site and including, but not limited to, all European laws and Directives and the Federal Trade Commission regulations.

3.2 Affiliate agrees to not utilize SPAM in promoting NotForgotten. NotForgotten maintains a ZERO tolerance policy towards the sending of SPAM, including, but not limited to, unsolicited commercial E-mails. This action may result in the immediate suspension or termination of Affiliate account with a cancellation of and possible forfeiture of any pending Fees. Affiliate will also be in violation of this Agreement and subject to legal action and be held liable for any financial loss incurred by NotForgotten.

3.3 SPAM is defined as including, but not limited to, the following: Send, initiate or procure the sending of an Email to any person who has either not explicitly requested to receive such messages (or has explicitly requested to receive no further Emails) specifically from Affiliate, including without limitation for the purposes of sending unsolicited bulk email, executing any "mass mailings" or "email blasts," or for the purpose of spamming any public forum, including without limitation, any blog, message board, classified listings, auction sites, altnet, newsgroups, or similar service.

3.4 Employ any false or deceptive information regarding Affiliate's identity, or regarding the intent, subject, or origin of the message or fail to include accurate information regarding Affiliate identity, and the intent, subject, and origin of the Email.

3.5 Exploit documented or undocumented security holes on any client or server machine.

3.6 Fail to (i) include clear, valid, and conspicuously displayed "From" and "Subject" lines in the Email, (ii) include a functioning return address (or hyperlink) in the Email that enables the recipient to submit a request to receive no further messages from Affiliate ("Opt Out Request") for no less than thirty (30) days from the date the Email was sent; or (iii) honor any Opt-out Request within ten (10) days of receipt of such Opt-out request by Affiliate.

3.7 Obtain email addresses via automated means or send any Email to any address which was obtained via automated means, including via the automated combination of names, letters, or numbers, dictionary attacks, or the use of spyware, viruses, or other means of bypassing system security or invading consumer privacy.

3.8 Employ any fraudulent, deceptive, false or misleading information in connection with the Emails.

3.9 Send any commercial marketing Email or promotion to, or collect any personally identifiable information from, any person who is under eighteen (18) years of age.

4. Compliance with law

4.1 Affiliate shall comply with any and all applicable laws, regulations (including without limitation the Federal Trade Commission Endorsement Guides) and statutes of the United States or any other state, country or jurisdiction in which he acts, including without limitation, such that relate to advertising, dissemination of email, and/or electronic communications. It is Affiliate's responsibility to be aware of all such regulations, statutes and laws.

4.2 Affiliate may only send Emails containing a Tracking Code and/or a message regarding NotForgotten or NotForgotten's Program. Failure by Affiliate to abide by

CAN-SPAM Act or COPPA, in any manner, will be deemed a material breach of this Agreement by Affiliate and foreclose any and all rights Affiliate may have to any Affiliate Fee.

5. **Prohibition on sponsored links**

- 5.1 Affiliate shall not use, procure, bid on, or otherwise arrange for a Sponsored Link which uses or includes any of the NotForgotten Marks.
- 5.2 Affiliate shall not register, procure, or use any internet domain name that includes any of the NotForgotten Marks or any variations thereof.
- 5.3 Affiliate shall not use cookie stuffing techniques that set the Affiliate tracking cookie without the Referred User's knowledge (e.g. iframing).
- 5.4 Affiliate is prohibited from making inaccurate, deceptive or otherwise misleading claims about NotForgotten and the NotForgotten services. In addition, Affiliate is prohibited from (i) taking any action that may cause Affiliate Site's visitors to confuse between the Affiliate and NotForgotten; or (ii) misrepresenting the relationship between Affiliate and NotForgotten. For the avoidance of doubt, Affiliate may not claim that NotForgotten endorses supports and/or sponsors the Affiliate Site.
- 5.5 Affiliate shall not use any Ads or Designated Links in connection with any client-side software application (e.g. toolbars, extensions, or any other applications that are downloaded or installed by any Site visitors) on any device.

6. **Referral fees**

- 6.1 For every new NotForgotten Premium Package purchased by a Premium Referred User through

Affiliate's Tracking Codes and Designated Links via the first "click through" (as described below), but prior to the conclusion of the Affiliate Term and subject to the compliance of the Affiliate with the provisions of this Agreement (a "Qualified Purchase"), Affiliate shall be entitled to receive Affiliate Fees in accordance with the Referral Fees Plan (Section 1, Column B) for such Affiliate. For the avoidance of doubt the eligibility for the Affiliate Fees is based on a "First click" approach so that only the Affiliate through which a potential Premium Referred User made their first click through to the NotForgotten Site (but subject to all other terms herein) will be the one eligible to receive Fees for the first Qualified Purchase made by such user.

- 6.2 In the event that a Qualified Purchase is made, and such purchase is subject to Special Sale Terms, the Affiliate Fees payable to Affiliate (if any) shall be subject to and reduced in accordance with the discount or other special benefits applicable to the Premium Package under the Special Sale Terms.
- 6.3 During the Term of this Agreement, NotForgotten shall keep track of any Referred User by attaching such Referred User a Tracking Code which shall be kept for a period of one hundred and eighty (180) days, provided that such period is within the Affiliation Term. If within such period the Referred User has not registered as a Premium Referred User, then the Affiliate will not be entitled to any Affiliate Fees with respect to such user, even if at a later time such Referred User will perform those actions.

It is hereby clarified that Referral Fees are payable to an eligible Affiliate only for a first Qualified Purchase made by a respective Premium Referred User. The Referral Fee

shall not apply on any renewals, trial versions (if applicable), second purchase or otherwise.

- 6.4 Affiliate will only earn payments in accordance with the Referral Fees Plan (Section 1, Column B).
- 6.5 The Referral Fees Plan may be altered, modified or changed by NotForgotten, from time to time, in its sole and absolute discretion, provided that NotForgotten will notify Affiliate of such change of the Referral Fees Plan. Affiliate Fees earned prior to such change will be paid according to the conditions in effect prior to such changes. Referral Fees earned after such change is in effect will be paid according to the new conditions of the amended Referral Fees Plan's effective date at which the payment has been made.
- 6.6 If any modification is unacceptable to Affiliate, its/his/her sole recourse shall be to terminate this Agreement. Affiliate's continued participation in the Program following posting of a change notice or a new agreement on NotForgotten Site will constitute binding acceptance of such change.

7. Affiliate Fee Payment and Reporting.

- 7.1 NotForgotten will generate monthly reports summarizing the sales activity of the Premium Referred Users as relevant and necessary for purposes of calculating each Affiliate's Fee in the preceding month, which will be available to Affiliate (the "Monthly Report"). The form, content and frequency of the Monthly Reports may be revised as determined by NotForgotten at its sole discretion and as may be updated from time to time. Such reports shall be issued within three (3) weeks as of the end of the respective month. Invoices submitted prior

to the dissemination of the Monthly Report, which shall not correspond to the amount stated in the Monthly Report, shall be returned to Affiliate, without payment.

- 7.2 Notforgotten will not pay for transactions that do not portray the Tracking Code.
- 7.3 Payment is issued in US dollars and paid through Paypal or Payoneer.
- 7.4 Notforgotten can delay payment, or block your activity, if we discover suspicious activity on your part.
- 7.5 Affiliate is responsible for payment of taxes.
- 7.6 NotForgotten may change the pricing, policies and operating procedures at any time consistent with applicable laws. For example, NotForgotten will determine the prices to be charged for services in accordance with NotForgotten's own pricing policies. In the event that such changes affect items that Affiliate already has presented on the Affiliate Site, the Ads or any other information provided by Affiliate to third parties in respect with this Agreement and its participation in the Program, Affiliate must track such changes and reflect them in the Affiliate Site or in any other relevant marketing means.
- 7.7 Affiliate may engage other entities as sub affiliates for the purpose of referring visitors of such sub affiliates' websites to the NotForgotten Site via the Designated Links and the Ads ("Sub Affiliates").
- 7.8 Affiliate assumes full and sole responsibility for the activities conducted by its Sub Affiliates. Affiliate shall require to be subject to the same restrictions placed on Affiliates. Affiliate shall regularly monitor the activities of its Sub Affiliates and shall verify they are in compliance with such provisions.

8. **Termination**

- 8.1 This agreement commences upon approval of Affiliate’s participation and ending according to the provisions in 8.2
 - 8.2 Upon the termination of the Affiliation Term for any reason, Affiliate shall promptly remove all Tracking Codes, Ads and other Program related content from Affiliate Site or any other communication means used by the Affiliate. Affiliate will immediately cease use of, and remove from Affiliate Site, all links to NotForgotten Site, and all of NotForgotten Marks, and all other materials provided by or on behalf of NotForgotten to the Affiliate pursuant here to or in connection with the Program.
9. This contract may be signed in counterparts, in which case each counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.
10. To be effective, a waiver, amendment or modification of any provision of this contract or any right must be in a writing signed by each party.
11. This contract shall in all respects be interpreted, construed, and governed in accordance with the laws of New York, regardless of the place of execution, negotiation or performance (without giving effect to any conflict of law principles under New York law). The parties agree that any and all claims arising under this agreement or relating thereto shall be heard and determined either in the United States District Court for the Southern District of New York or in the courts of the State of New York located in the City and County of New York, and the parties hereby agree to submit themselves to the personal jurisdiction of those courts.

12. If any provision herein or its application shall be held to be contrary to law, the remaining provisions shall continue in full force and effect. Videographer is an independent contractor and nothing herein shall create or establish between NotForgotten and Videographer a partnership, joint venture or a relationship of employer/employee, franchiser/franchisee or principal/agent.
13. Any notices shall be in writing and either delivered personally or sent by courier or email to the addresses below, and shall be deemed delivered on the date sent if sent by email, or the date received if sent by courier.
- a) If to NotForgotten, to the address first set forth above or by email to: support@not-forgotten.com
 - b) If to Affiliate, to the address first set forth above or email

Signature of affiliate

Full Name (printed):

Company Name:

Email address:

Street Address:

NotForgotten Operations LLC.

Signature: _____

525 Michelle Mews, Princeton, NJ, 08542, USA

Name: Adrienne Waterman

Title: President

AFFILIATE DETAILS

We may use your company name as an affiliate, enter as much or little information below as you are happy to have marketed by NotForgotten

Company Name (to be used for marketing as "affiliate")	
Website	
Phone Number	
Instagram	
Facebook	
Company contact Email	