

# Affiliate Operating Agreement & Terms

## Advertiser Terms & Conditions (Please read)

We had some issues with Affiliates not abiding by our Terms and Conditions and have revised our overall trademark policies. In order to make sure there is no miscommunication on what those terms are, we are highlighting a few areas that Affiliates tend to overlook. Violation of these policies will result in immediate termination from our program with (1) day and voiding of all open commissions. In summary, you are not allowed to bid on "Detailsformen" or associated keywords in PPC Ads on any search engine, Direct Link, display destination URL, Misrepresent that you are the Official Detailsformen through domains, misspellings, spyware or email marketing.

## Pay Per Click Search Engine Bidding

- Publishers may not use in ad copy or bid on Details for Men, any misspellings or variations of our company name and domain names. Bidding on Details for Men trademarked terms, nor any similar name, common misspelling, or confusingly similar name on any pay-for-placement search engine is prohibited. You may not use the brand term in PPC Advertising for: Details for Men, Details-Men, Detailsformen or any variation thereof within your domain name including; Detailsformen.com, , [details4men.com](http://details4men.com), etc, Details for Men deals, grooming lounge coupons, grooming lounge promotions, grooming lounge discounts, grooming lounge store, [www.groominglounge.com](http://www.groominglounge.com), grooming lounge catalog, grooming lounge store or any other similar word combinations or misspellings with or without dashes.
- Publishers may not Direct Link to Grooming Lounge sites' domains or pages. Do not use GroomingLounge.com in the display urls of ppc ads
- Publisher traffic must first land on approved affiliate site (no direct links please)
- Ad copy may not portray any of our sites as wholesale, cheap, discount, etc. Claims such as 'authorized dealer' or 'official store / site' can never be used in ad copy.
- Affiliates may not copy Grooming Lounge ads, including link, title, and/or description.
- All ad links must go to affidavit landing page. Blind re-directs are expressly prohibited
- Do not use misleading ad copy in ppc ads to give users the impression that they are transacting with the Official GroomingLounge.com directly.

If you are observed violating these terms, you will have one (1) business days to take corrective action or be subject to immediate termination from the program.

## Affiliate Domain Names and URLs

Publisher websites must have a unique URL (including sub domain and URL path) and may not use Grooming Lounge trademarked brand names or any misspellings or variations of our name or trademarked names in urls or domain names. Use of our vendor trademarked names or variations in URLs are not allowed.

- Using brand term GroomingLounge.com, Grooming Lounge, TheGroomingLounge.com or any variation thereof within your domain name. Do not include "Grooming Lounge" any other trademark of Grooming Lounge or its affiliates, or variations or misspellings of any of them, in their URL's to the left of the top-level domain name (e.g., ".com", ".net", ".uk", etc.) -- for example, a URL such as "[groominglounge.mydomain.com](#)", "[groominglounge.com](#)" or "[groomingloungecoupon.net](#)" would be unsuitable
- Publisher further agrees not to use the brand term in Domains for: Grooming Lounge, Grooming-Lounge, The Grooming Lounge or any variation thereof within your domain name including; [thegroominglounge.com](#), [groominglounge.com](#), [grooming-lounge.com](#), [thegrooming-lounge.com](#), [the-grooming-lounge.com](#), grooming lounge deals, grooming lounge coupons, grooming lounge promotions, grooming lounge discounts, grooming lounge store, [www.groominglounge.com](#), grooming lounge catalog, grooming lounge store or any other similar word combinations or misspellings with or without dashes.

### **Promotional techniques to avoid:**

- Using copy directly from the GroomingLounge.com site, you will find that writing your own copy will help you merchandise the products in your own voice and avoid duplicate content issues with search engines.
- Using images directly from the GroomingLounge.com site without prior approval.
- Promoting pornography and/or sexually explicit materials, violence or use of illegal substances, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, hate, crime or other illegal activities with the Grooming Lounge Brand
- Promoting Affiliate Marketing Methods that encourage the use of fraudulent activity
- Violate intellectual property rights of the Grooming Lounge

### **SPYWARE AND OTHER PARASITES**

Any affiliate suspected of a relationship, formal or informal, with any provider of spyware or parasitic software (as judged by Grooming Lounge) is subject to punitive actions by Grooming Lounge, without notice, including but not limited to: suspension of affiliate account; termination of affiliate account; withholding of payments to affiliate; and public notification of affiliate's suspected malfeasance. Grooming Lounge encourages affiliates to report suspicions of such relationships; and, should substantial proof, as judged by Grooming Lounge, be provided, Grooming Lounge reserves the right to assign a value equal to unpaid monies earned by the offending affiliate (or a part thereof) to the reporting affiliates as a bounty.

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### **Affiliate Agreement Operating Agreement & Terms**

The Grooming Lounge Affiliate Program is an excellent way to add value to your web site by linking to ours, and offering Fine Men's Grooming Products & Services to your viewers from the online leader.

This Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Grooming Lounge Affiliate Program (the "Program"). As used in this Agreement, "we" mean The Grooming Lounge, "you" means the applicant, and "product" means any item offered for sale on the Grooming Lounge Web site. "Site" means a World Wide Web site and, depending on the context, refers either to Grooming Lounge site (inclusive of our affiliate reporting site) or to the site that you will link to our site.

1. Enrollment in the Program To begin the enrollment process, you will submit a complete Program application via our online site. We will evaluate your application in good faith and will notify you of your acceptance or rejection. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Program. Unsuitable sites include, but are not limited to, sites that: promote or contain or link to sexually explicit materials promote violence promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age promote illegal activities violate intellectual property rights or violate any local, state, federal or other law or regulation contain any libelous, defamatory or disparaging materials contain little or no original content If we reject your application, you are welcome to reapply to the Program at any time.
2. Promotion of our Affiliate Relationship As an affiliate site, we will make available to you a variety of graphic and textual links (each of these links sometimes being referred to herein as "Links" or, individually, as a "Link") which, subject to the terms and conditions hereof, you may display as often and in as many areas on your site as you desire. The Links will serve to identify your site as a member of the Affiliate Program and will establish a link from your site to ours. Once you have been notified that your site has been accepted into the program we will provide you with a specific URL e-mail that will give you instructions on how to set up special links between your site and ours. You may provide on your site one or more of our logos, text links and banners which you select from our Grooming Lounge library. To permit accurate tracking, reporting, and fee accrual, you must ensure that the Links between your site and our site are properly formatted. You must use the specific html code for your links in order to meet the criteria in the operating agreement. You may not alter banners, logos, or other content available without written permission from Grooming Lounge. Additional brands and pricing issues may be added from time to time. Additionally, new standards will be on our web site from time to time. It is your responsibility to ensure that all such changes are appropriately adhered to.

### **3. Order Processing**

We will process product orders placed by customers who follow Links from your site to The Grooming Lounge home page. We reserve the right to reject orders that do not comply with any requirements that we periodically may establish. We will be responsible for all aspects of order processing and fulfillment. We will track sales made to customers who purchase products using authorized Links from your site to our site and will provide you reports summarizing this sales activity. To permit accurate tracking, reporting, and fee accrual, you must ensure that the Links between your site and our site are created with the HTML code from the original e-mail we send

you upon joining the program. If our home page changes and you have Links that direct visitors to these pages, we will redirect your visitors to an appropriate page automatically.

#### **4. Fee schedule and payment**

We will pay you 8% on the net sales of our complete line of products and 10% when you reach \$1000 in your first year as an affiliate. Net sales are defined as product sales not including any sales tax or shipping charges. If the customer returns a Product that generated a referral fee, we will deduct the corresponding referral fee from your next payment. We will pay you monthly. All checks will be mailed by last business day of the month following the month in which the fees were generated. All payments will be made in U.S. Dollars. All we ask is that our Grooming Lounge affiliates only need to reach a minimum level of \$25 in commission before they are paid out. We want to reward you for your efforts and appreciate your commitment to the program. All sales are cumulative so all sales are carried to the next quarter until you reach \$25 in commissions. We will not, however, pay referral fees on any Products that are added to a customer's Shopping Cart after the customer has re-entered our site (other than through a Special Link), even if the customer previously followed a link from your site to our site. You should have no problem maximizing your payout!

You may not purchase products during sessions initiated through the links on your site for your own use, for resale or commercial use of any kind. This includes orders for customers or on behalf of customers or orders for products to be used by you or your friends, relatives or associates in any manner. Such purchases may result (in our sole discretion) in the withholding of referral fees or the termination of this Agreement. In addition, you may not: (a) directly or indirectly offer any person or entity any consideration or incentive (including, without limitation, payment of money (including any rebate), or granting of any discount or other benefit) for using Special Links on your site to access our site (e.g., by implementing any "rewards" program for persons or entities who use Special Links on your site to access our site); or (b) post any Special Links on any Web site or other platform that is accessible through any Internet Access Appliance. If we determine, in our sole discretion, that you have offered any person or entity any such consideration or incentive, or posted Special Links on any such Web site or platform, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement.

#### **5. Policies and Pricing**

Customers who buy products through this Program will be deemed to be customers of Grooming Lounge. Accordingly, all Grooming Lounge rules, policies, and operating procedures concerning customer orders, customer service, marketing, promotions, 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 products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect products that you already have listed on your site, you may not include price information in your product descriptions. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular

product. For additional information on our policies and pricing, please see the Customer Service Section on Grooming Lounge web site.

## **6. Identifying Yourself as an Associate**

We encourage (but do not require) you to include a Special Link on your site to the GroomingLounge.com home page at <http://www.GroomingLounge.com>. You may not make any press release with respect to this Agreement or your participation in the Program without our prior written consent, which may be given or withheld in our sole discretion. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement (including by expressing or implying that Grooming Lounge supports, sponsors, endorses or contributes money to any charity or other cause).

## **7. Limited License**

We grant you a non-exclusive, nontransferable, non-sublicensable, revocable right to use the icon and message described in this agreement and such other images for which we grant express permission (collectively “Marks”), solely for the purpose of identifying your site as a Program participant. You may not modify the Marks, the message, or any of our proprietary identifying logos or images in any way. We reserve all of our rights in the Marks and the message including all trade names, trademarks, and all other related intellectual property rights. We may revoke your license at any time by giving you written notice.

## **8. Responsibility for Your Site**

Subject to our right of approval relating to your exercise of the licenses granted herein, you will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. For example, you will be solely responsible for: the technical operation of your site and all related equipment creating and posting product descriptions on your site and linking those descriptions to our site the accuracy and appropriateness of materials posted on your site (including, among other things, all product-related materials) 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) ensuring that materials posted on your site are not libelous or otherwise illegal. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site. Except as provided here you agree that you have no right, title or interest in or to the Marks, the message or any of our proprietary materials. You agree not to apply for registration of any of the Marks (or any mark similar there to) anywhere around the world. You agree that you will not engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and or reputation of Grooming Lounge or any of its Marks. You acknowledge and agree that your web site information (name, URL, traffic counts, etc.) may be utilized by Grooming Lounge . Possible uses include (but are not limited to) lists of the busiest sites, lists of member sites, etc. You agree to allow Grooming Lounge to use screen shots of any web page

that contains the Grooming Lounge HTML code in Grooming Lounge promotional materials. The information provided by Grooming Lounge to you may be proprietary in nature. You represent and warrant to us that you are not and shall not be a competitor of Grooming Lounge and agree not to share our confidential information with any competitors.

## **9. Term of the Agreement**

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. You are only eligible to earn referral fees on sales occurring during the term, and fees earned through the date of termination will remain payable only if the related product orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

## **10. Modification**

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available referral fees, fee schedules, payment procedures, and Program rules. Your continued participation now, or within thirty (30) days following the posting notice of any changes in these terms and conditions, will constitute a binding acceptance by you of such rules, changes or modifications. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

## **11. Relationship of Parties**

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. 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 Section.

## **12. Limitation of Liability**

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 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 Program will not exceed the total referral fees paid or payable to you under to this Agreement.

## **13. Disclaimers**

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

## **14. Indemnification**

You hereby agree to indemnify, defend and hold harmless The Grooming Lounge, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by us (collectively the "losses"), in so far as such losses (or actions in respect thereof) arise out of, are related to, or are based on i) the breach of any representation, warranty, or covenant made by you herein; or ii) or any claim related to your site.

## **15. Confidentiality**

Except as otherwise provided in this Agreement or with the consent of the other party hereto, each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or you, respectively shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by such party for its own business purposes or for any other purpose except and solely to the extent necessary to exercise rights and perform obligations under this Agreement. The foregoing restrictions will not apply to information to the extent (i) was known to the receiving party at the time of disclosure; (ii) has become publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party under no obligation to the disclosing party; (iv) has been disclosed by court order or as otherwise required by law if the receiving party has given the disclosing party a reasonable opportunity to contest or limit the scope of such required disclosure.

## **16. 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 WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

## **17. Miscellaneous**

The provisions contained in this agreement constitute the entire agreement between the parties with respect to the subject matter of this agreement, and no statement or inducement with respect to such subject matter by any party which is not contained in this agreement shall be valid or binding between the parties. You may not assign or transfer this agreement or any interest herein, nor shall the same be assignable by operation of law, without our prior written consent. For this purpose, "assignment" shall include any sale of a majority of the voting power of your capital stock or any merger, consolidation or other comparable transaction following which you are not the surviving corporation. This agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this agreement, or arising out of any matter pertaining to this agreement, shall be submitted for trial, without jury, before the federal or state courts located in the city of Washington, D.C. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside the District of Columbia in any matter to be submitted to any such court pursuant hereto. No release, discharge or waiver of any provision of this agreement will be enforceable against or binding upon either party unless in writing and executed by the party granting such release, discharge or waiver. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this agreement, shall be deemed a waiver of any rights or remedies that either party may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions. If any term or provision of this agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this agreement shall be given effect as if the parties had not included the severed term herein. As used in this agreement, "dollars" or "\$" refers to United States dollars. This agreement only applies to our Grooming Lounge site and not to any web site operated by us outside of the United States.