

Kiwi Lane® Designs

Creative Partner / Affiliate Terms & Conditions

- 1. The Agreement.** These Terms & Conditions govern the relationship between you, as an Independent Kiwi Lane Designs Creative Partner, and Kiwi Lane® Designs, LLC. These Terms & Conditions make up the Agreement between you and Kiwi Lane Designs. Therefore, as used in this document, the term “Agreement” refers to these Terms & Conditions, in their current form and as may be amended in the future as provided herein. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. Please note that throughout these Terms & Conditions, “Kiwi Lane Designs”, “we”, “us”, “our”, and the “Company” refer to Kiwi Lane® Designs, LLC, and “Creative Partner”, “you”, “your”, “yours”, and “yourself” refer to you.

- 2. Independent Contractor Status.** You are an independent contractor and not an employee, partner, legal representative, or franchisee of Kiwi Lane Designs. You are solely responsible for paying all expenses that you, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other marketing expenses. A CREATIVE PARTNER SHALL NOT BE TREATED AS A KIWILANE DESIGNS EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES. Kiwi Lane Designs is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from your earnings hereunder. You are not entitled to workers compensation or unemployment security benefits of any kind from Kiwi Lane Designs.

In all written, graphic, or digital material used for marketing purposes, you must represent yourself as a “Kiwi Lane® Designs Creative Partner.” In verbal conversations with community members and customers, you must introduce yourself as an “Independent Kiwi Lane Designs Creative Partner.” You shall not lead anyone to believe that you are an employee of Kiwi Lane Designs.

- 1. Income Taxes.** As an independent contractor, you are responsible for paying local, state, and federal taxes on any income generated as a Creative Partner. If you are a U.S. resident, in any year that you:
1) Had earnings of over \$600 in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of \$5,000, Kiwi Lane Designs will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to you. To facilitate this reporting, you must provide Kiwi Lane Designs with your Social Security Number.

- 2. Tax ID Verification / Substitute W-9.** With respect to the Social Security Number that you provide to Kiwi Lane Designs during the enrollment process, you certify, under penalty of perjury, as follows:
 - The number shown on this enrollment form is my correct social security number;
 - I am not subject to backup withholding because: (i) I am exempt from backup withholding, or (ii) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or U.S. resident alien.

- 5. Your Rights Under the Agreement.**
 - You have the right to distribute your Unique Share Links as provided herein, and if your attributed referrals purchase Kiwi Lane Designs products or services, to earn affiliate earnings as provided herein. It is within the exclusive right of Kiwi Lane Designs to accept or reject orders submitted by you or your attributed referrals.

- If qualified, you have the right to earn affiliate earnings as provided herein.
- 6. Adherence to the Agreement.** You agree that you must comply with the terms and conditions of this Agreement. If you do not agree to the Terms & Conditions, your sole recourse is to notify the Company and cancel the Agreement. Failure to cancel constitutes your acceptance of these Terms & Conditions. You must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or earnings from Kiwi Lane Designs.
- 7. Amendments to the Agreement.** The Company reserves the right to amend the Agreement at its discretion. Amendments shall be effective 30 days after notice and publication of the amended provisions in your Creative Partner Center, but amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. If you do not agree to any amendments, your sole recourse is to cancel the Agreement.
- 8. Requirements to Become a Creative Partner.** By entering into the Agreement, you acknowledge and agree with the following requirements to become a Creative Partner:
- You are at least 18 years of age as of the date of your enrollment.
 - You are a legal resident of the United States and are authorized to work in the United States.
 - All information that you provided in the online enrollment form is true and correct.
 - You agree to pay the monthly Online Partnership Tools Subscription Fee.
 - You understand and agree that Kiwi Lane Designs may change the amount of the Online Partnership Tools Subscription Fee at its discretion upon at least 30 days' prior notice to you. Such notice shall be given as provided in Section 7 above.
- 9. Minimum Age.** You verify that you are at least 18 years of age. Persons under age 18 may not be Creative Partners.
- 10. Online Partnership Tools Subscription Fee.** You understand and agree that you must pay a fee (\$16.00 per month) for an Online Partnership Tools Subscription to become and remain a Creative Partner. Failure to pay this subscription fee may result in the suspension or cancellation of the Agreement as provided herein. You authorize Kiwi Lane Designs to charge your credit card, debit card, or other payment method provided during enrollment for the Online Partnership Tools Subscription Fee (\$16.00 per month). You understand and agree that your credit card, debit card, or other payment method will automatically be charged such amount each month in advance on or about the same day of each month. If you wish to change your payment method or to cancel your subscription, please contact the Company at support@kiwilane.com or login to your Creative Partner Account at www.kiwilane.com to make such changes.
- 11. Creative Tokens. (Coming Soon in 2022. This requirement is not currently required until further notice)**
- As a Creative Partner, you are part of the Kiwi Lane Creative Team. As such, you are expected to be an active and contributing member of the Creative Team by earning Creative Tokens as described at www.kiwilane.com/. To be an active Creative Partner and to qualify to earn affiliate earnings under the Agreement, you agree that you must earn a minimum of 200 Creative Tokens each month. Creative tasks and the Creative Tokens associated with completing each of them are described at www.kiwilane.com/. In addition, you agree as follows:
- If you do not earn at least 200 Creative Tokens in a calendar month, your Creative Partner account

shall be flagged as “inactive”.

- If your Creative Partner account is flagged inactive two (2) months in a rolling four (4) month period, your Creative Partner account shall be suspended. For the effect of suspension, see Section 42 below.
- If your Creative Partner account is suspended, it will remain suspended unless you satisfy the Creative Token requirements in the month following the suspension of your account.
- If your Creative Partner Account is suspended due to inactivity under this Section 11 three (3) times in a rolling 12-month period, the Agreement shall be cancelled. For the effect of the cancellation of the Agreement, see Section 42 below.
- If, when completing Creative Token tasks, you repeatedly submit duplicate content, the Agreement shall be cancelled.

12. Kiwi Lane Unique Share Links. As a Creative Partner you are provided with Kiwi Lane Unique Share Links (Unique Share Links). When a Unique Share Link is clicked, a Kiwi Lane referral cookie containing your Creative Partner Share ID is placed in the potential referral’s browser, provided a Kiwi Lane referral cookie doesn’t already exist.

13. Sharing Your Unique Share Links. You may place a Unique Share Link on any website that you operate, control, or are authorized to post in, blogs that you operate, control, or are authorized to post in and in your social media posts. You may also share a Unique Share Link via SMS text. In any website, blog, or social media post that you make that includes a Unique Share Link or any other content that promotes Kiwi Lane Designs products or services, you must clearly and conspicuously disclose that you are a Kiwi Lane Designs Independent Creative Partner. When sharing a Unique Share Link in a website, blog, or social media post, such website, blog, or social media post SHALL NOT:

- Contain content or material that could be construed as offensive, controversial, or distasteful, as determined by us at our sole discretion (The websites and social media posts that you insert your Unique Share Link must be appropriate for all age groups.);
- Disparage us or our products in any way or otherwise negatively affect or harm our reputation and goodwill;
- Present false or misleading information about us, our community, our products, or the Creative Partner program;
- Misrepresent your relationship with us;
- Contain content or materials in violation of the intellectual property rights of others;
- Contain information that promotes or links to a site that provides information about or promotes illegal activity;
- Promote, depict, or link to material that promotes or depicts discrimination based on race, gender, religion, national origin, physical or mental disability, sexual orientation, or age;
- Contain, promote, or link to sexually explicit or violent material;
- Contain software downloads that potentially enable diversions of affiliate earnings from other Creative Partners;
- Include “Kiwi Lane Designs”, “Kiwi Lane”, any of our trademarks, trade names, or product names, or variations or misspellings thereof in its domain name or social media account name or handle; or
- Contain any images, banners, likeness, videos, etc. that would cause a visitor to such website or social media post to reasonably believe that he or she is visiting a website or social media account or post that is owned, controlled, created, or published by us.

You agree that you may not share your Unique Share Links in the Kiwi Lane Designs website community nor in any of the Company's social media pages or accounts.

14. Cookie Expiration. Cookies placed via a Kiwi Lane Unique Share Link will expire 180 days after they are placed unless the potential referral manually clears their browser cookies before expiration.

15. Permanent Attribution. Referrals are permanently attributed to a Share ID when they first create a Kiwi Lane online account. During account creation, the Kiwi Lane Website will check the potential referral's browser to see if a Kiwi Lane referral cookie exists. If a Kiwi Lane referral cookie exists, the new account will be asked to approve the Share ID contained in that cookie, or manually change it to a Share ID of their choice. The new account will be permanently attributed to the approved Share ID. Once a new account is permanently attributed, Unique Share Links and Cookies will be ignored, and all purchases from that account will be credited to the Share ID approved during account creation. You agree that you shall not attempt to manipulate the Kiwi Lane Designs program by inputting false email addresses for new referral accounts.

Here is a basic overview of the workflow when a NEW referral clicks on your personal share links you actively promote and *places an order*.

1. You share your personal share links that are coded to you.
2. Someone clicks on your link and decides to place their FIRST order.
3. During checkout your ID will auto populate in the checkout box. Note a customer can manually update this box as well during their first order only.
4. Once their first order is processed, they will be permanently attributed to the Creative Partner who referred them.

At this point, the link they used initially will show as a conversion in the **'Share Stats'** and your share ID will no longer show for the customer at checkout, since we permanently link referred customers to the affiliate Creative Partner when it applies.

16. Reattribution of Referrals. If a referral is erroneously assigned to you and the referral is attributed to your Share ID instead of the Share ID who referred the account, the referral may submit a request to the Company to be permanently attributed to another Share ID. Kiwi Lane Designs will evaluate the request and if the Company determines, at its discretion, that the request is valid, the referral will be permanently reattributed to the appropriate Share ID. You waive any and all claims against Kiwi Lane Designs, its officers, directors, owners, employees, and agents that relate to or arise from Kiwi Lane Designs' decision regarding the disposition of any referral reattribution, even if the reattribution results in the improper transfer of a referral from your Share ID to another Share ID.

17. No Transfer of Attributed Referrals Permitted. Any account attributed to a Share ID is permanently attributed to that Share ID when the referral first creates her or his Kiwi Lane account. The referral is permanently attributed to the referring Share ID for the entire term of the Creative Partner's agreement with Kiwi Lane. As such neither your Unique Share Links nor any of your attributed referrals may be transferred to another Share ID. You agree that you shall not directly or indirectly transfer or attempt to transfer any of your attributed referrals to any other Share ID. In addition, you agree that you shall not directly or indirectly transfer or attempt to transfer an attributed referral of another Share ID to you. Upon cancellation of this Agreement all attributed referrals will be permanently forfeited.

18. Creative Partner Center. As a Creative Partner, you will have access to a username and password protected Creative Partner Center that is accessible via our website (www.kiwilane.com). Through this Center you will be able to access marketing images, manage your payment profile, update your contact information, view referrals and affiliate earnings reports, upload documents and information to us, and otherwise manage your independent Creative Partner account. You agree to maintain the confidentiality of your Creative Partner Center login information and agree that you are responsible for all activity that occurs in your Creative Partner Center. You agree that we may suspend your access to the Creative Partner Center if we have reason to believe that you are in violation of any term or condition of this Agreement.

19. Marketing Tools.

- **Kiwi Lane Designs-Produced Marketing Tools.** The Company makes a wide variety of Marketing Tools (advertising materials, promotional materials, etc.) available to you and other Creative Partners to use to promote Kiwi Lane Designs products or services via your Unique Share Links. You may view and download such Marketing Tools for your personal use only from your Creative Partner Center. Such Kiwi Lane Designs Marketing Tools may only be used by you to promote Kiwi Lane Designs products or services and for no other purpose.
- **Creative Partner-Produced Marketing Tools.** If you wish to create your own Marketing Tools to promote Kiwi Lane Designs products or services through your Unique Share Links, you must submit your proposed Marketing Tool(s) to the Company for review and agree that you shall not use, publish, or display any such Marketing Tools unless you have received written approval from the Company. Until such time as you receive written approval from the Company, your request for approval shall be deemed denied. If you receive written authorization from Kiwi Lane Designs to produce and publish Marketing Tools, you may make such approved Marketing Tools available to other Creative Partners free of charge, but you agree that you shall not sell the Marketing Tools to other Creative Partners. Any sale or attempt to sell Marketing Tools to another Creative Partner will result in the cancellation of the Agreement. Kiwi Lane Designs reserves the right to rescind approval for any approved Marketing Tools, and you waive all claims against Kiwi Lane Designs, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.
- **License.** By submitting a proposed Marketing Tool to Kiwi Lane Designs, you grant to Kiwi Lane Designs, and other Creative Partners, an irrevocable and perpetual license to use the Marketing Tool for Kiwi Lane Designs marketing purposes at their discretion, and waive all claims, including but not limited to intellectual property right claims, and/or claims for remuneration against Kiwi Lane Designs, its officers, directors, owners, agents, and other Creative Partners for such posting and/or use of the Marketing Tool. You further waive all claims to remuneration for such use and grant Kiwi Lane Designs an irrevocable license to use the Marketing Tools as the Company deems appropriate. Approved Marketing Tools will be posted in the Online Account Center of all Creative Partners and will be made available to all Creative Partners free of charge.

In addition, Company produced Marketing Tools, videos, audios, podcasts, and printed material are also copyrighted. You shall not copy or make derivatives of any such materials for your personal or marketing use without the Company's prior written approval.

20. Affiliate Earnings. Provided you are in compliance with the Agreement, have satisfied your monthly Creative Token requirements (see Section 11 above), and otherwise in good standing, Kiwi Lane Designs will pay affiliate earnings on commissionable sales completed by referrals that have been

permanently attributed to your Share ID. You will earn a 30% affiliate earnings based on the price paid by your referral, exclusive of taxes and shipping.

21. Payment of Affiliate Earnings. Payment of affiliate earnings are subject to the following rules:

- Affiliate earnings are paid on the (10th) of the current month for the previous month's completed affiliate earnings. If the tenth (10th) day falls on a Saturday, Sunday, or US federal holiday, the affiliate earnings will be paid on the first business day following such Saturday, Sunday, or US federal holiday.
- Provided you are in good standing, your affiliate earnings will be added to your Kiwi Wallet and will then be available for transfer to your bank account. Creative Partners must initiate transfers in the form of a Transfer Request which Kiwi Lane will process as an ACH payment to the financial institution and bank account indicated in the submitted request. Affiliate earnings are paid only on sales that are completed. That is, if payment for a product is declined or if a product is returned to us and a refund is issued prior to the issuance of the affiliate earnings for such product, no affiliate earnings will be paid for such incomplete sale. Nor will affiliate earnings be issued to you for transactions that are attributable to spam, credit card fraud, or for which a charge back has been initiated.
- If a product is returned to us by a customer and a refund is issued AFTER the affiliate earnings has been paid to you on such transaction, the amount of the affiliate earnings paid to you from such sale will be deducted from future affiliate earnings payments to you until the full amount is recovered by us.
- If it is determined that a sales transaction was attributable to spam or credit card fraud, or if a chargeback is initiated by a customer, AFTER an affiliate earnings has been paid to you on such transaction, the amount of the affiliate earnings paid to you from such sale will be deducted from future affiliate earnings payments to you until the full amount is recovered by us.
- If the full amounts of such unearned affiliate earnings have not been recovered by Kiwi Lane Designs from affiliate earnings payment withholdings within 90 days of the date of refund, repurchase or chargeback, you agree that you will pay any amounts owing to Kiwi Lane Designs within 30 days of notice to you from the Company.
- You may view your affiliate earnings reports by logging into your Creative Partner Center. If you believe that an error has been made regarding affiliate earnings payments to you, you must notify us (earnings@kiwilane.com) within 30 days of the date of the purported error. We will not be responsible for any errors, omissions, or problems not reported to us within 30 days of the date of the purported error, omission, or problem.

22. Product Points. In addition to affiliate earnings, you may be awarded product points based on the first purchase made by a newly attributed account. The number of product points earned shall be determined by Kiwi Lane Designs at its discretion from time to time.

- Product Points are store credit that can be redeemed during checkout in the cart towards the purchase of any item online. Product points expire 120 days after the issuance. These points are automatically added to your online account when earned.

23. General Conduct. You agree that you shall safeguard and promote the good reputation of Kiwi Lane Designs and its products or services and avoid all illegal, deceptive, misleading, unethical, or immoral conduct or practices. You agree that you will exhibit high moral character in your personal and professional conduct and that you will not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this provision, and the following list is not a limitation on the standards of conduct to which you must

adhere pursuant to this section, the following standards specifically apply to your activities as a Creative Partner:

- Deceptive conduct is always prohibited. You must ensure that your statements are truthful, fair, accurate, and are not misleading.
- If the Agreement is cancelled for any reason, you agree that you will immediately discontinue using the Kiwi Lane Designs name, and all other Kiwi Lane Designs intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material.
- You may not represent or imply that any state or federal government official, agency, or body has approved or endorses Kiwi Lane Designs, its program, or products.
- You agree that you will not engage in any illegal, fraudulent, deceptive, or manipulative conduct in your business or personal life that, in the Company's sole discretion, could damage the Company's reputation or the culture that exists within the Creative Partner program.

24. Negative Comments/Non Disparagement. Negative comments in the field serve only to sour the enthusiasm of other Creative Partners. Therefore, you agree that you shall not disparage, libel, slander, demean, or make negative or critical comments to third parties or other Creative Partners about Kiwi Lane Designs, the Kiwi Lane Designs marketing program, the Company's owners, officers, directors, management, employees, or other Kiwi Lane Designs Creative Partners. Disputes or disagreements between you and Kiwi Lane Designs shall be resolved through the dispute resolution process set forth herein, and you and the Company agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum. Complaints and concerns about Kiwi Lane Designs should be directed to policy@kiwilane.com.

25. Interacting with Kiwi Lane Designs Community, Websites, Apps, Forums, and Social Media Accounts. When posting content to or otherwise interacting with others on any Kiwi Lane Designs websites, apps, forums, or social media accounts, you agree that you shall not:

- Post any content, images, or links to content or images that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, national origin, creed, religion, gender, gender identity, sexual orientation, physical or mental disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party;
- Promote or sell any products or services of any kind outside of the approved Kiwi Lane Buy Sell Trade Community Group. See section 27 below;
- Recruit or attempt to recruit any community members, customers, other Creative Partners etc. for any business or income opportunities;
- Post duplicate content in an effort to earn additional Creative Tokens; or
- Make any negative or disparaging comments or remarks about Kiwi Lane Designs, Kiwi Lane Designs products or services, other Creative Partners, the Kiwi Lane Designs Creative Partner opportunity, any owner, officer, director, management, or employee of Kiwi Lane Designs, or any other affiliate marketing, direct selling, or network marketing opportunity or product.

26. Kiwi Lane Buy Sell Trade Community Group. As a Creative Partner, you will have access to the Buy Sell Trade Community Group. This group allows community members, customers, and Creative Partners to buy, sell, or trade Kiwi Lane products, exclusively, that are no longer available in the current Kiwi Lane catalog. Items cannot be sold at a price higher than the original retail price exclusive of shipping.

27. Social Media. Subject to the requirements set forth in Section 13 above, you may share a Unique Share Link via social media platforms (including but not limited to blogs, Facebook, Twitter, Instagram, LinkedIn, YouTube, or Pinterest) and may otherwise promote Kiwi Lane Designs products or services via social media. Should you utilize any form of social media in connection with the promotion of Kiwi Lane Designs products or services, in addition to meeting all other requirements specified in these Terms & Conditions, you agree to each of the following:

- You are responsible for the content of all material that you produce and all of your postings on any social media site, as well as *all* postings on any social media account that you own, operate, or control.
- You must clearly and conspicuously disclose that you are a Kiwi Lane Designs Independent Creative Partner.
- You shall not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, national origin, creed, religion, gender, gender identity, sexual orientation, physical or mental disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- It is your responsibility to follow the social media site's terms of use.
- You agree that you will respect the privacy of other social media users. You shall not engage in abusive social media practices including but not limited to harvesting or trolling for connections, shaming, or bullying others.

28. Third Party E-Commerce Sites. You agree that you will not sell Kiwi Lane Designs products or services through any third-party websites or apps including online retailers (e.g., Amazon, Facebook) online auctions (e.g., eBay), or classified listings (e.g., Craigslist).

29. Personal Websites and Blogs. You may create or use your own website or blog to promote Kiwi Lane Designs products or services and you may include a Unique Share Link on such website or blog. However, no sales transactions for Kiwi Lane Designs products or services may be processed at any such website or at any other non-Kiwi Lane Designs website. Kiwi Lane Designs products or services may only be sold online through the Kiwi Lane Designs website. If you elect to create or use a personal website to promote the sale of Kiwi Lane Designs products or services, you agree that such website must comply with the following requirements:

- The website may not take orders for or process sales of Kiwi Lane Designs products or services.
- The website must clearly and conspicuously disclose: (a) that you are the operator of the website; (b) that you are an "Independent Kiwi Lane Designs Creative Partner"; and (c) that the website is not Kiwi Lane Designs' corporate website.
- Upon cancellation of the Agreement for any reason, you must immediately remove any Unique Share Links and all references to Kiwi Lane Designs products or services from the website.
- The website must comply with all applicable provisions of these Terms & Conditions.

30. Sales in Commercial, Retail and Service Outlets Prohibited. You agree that you shall not sell Kiwi Lane Designs products or services in any permanent retail, wholesale, warehouse, discount, or service outlet or establishment without prior written approval from Kiwi Lane Designs. (Such as ebay, craigslist, etc)

- 31. Trade Shows and Expositions.** Provided the following requirements are adhered to, you may display and/or sell Kiwi Lane products at expos, crops, trade shows, craft fairs, state fairs and professional expositions.
- **Only Creative Partner per Event:** To avoid consumer confusion, only one Kiwi Lane Designs Creative Partner may participate in any such event and the first Creative Partner who registers for an event may display and sell at the event. Before registering and paying any fees, you should confirm with the event promoter that no other Creative Partner has registered for the event.
 - **Working with Another Creative Partner; Registrant Must be Present.** If you participate in such an event you may choose to work together in one booth space at the event with another Creative Partner. The Creative Partner under whose name the booth is registered under must be present on the day of the event, and at least one of the Creative Partners must be in the booth at all times during the event. If the registered Creative Partner is unable to attend, they must transfer the registration with the event coordinator to the Creative Partner who will be in attendance.
 - **Cross-Promoting Prohibited.** If you register for an event you agree that you shall not share your booth or display space with any other type of business or products. The sole products displayed and sold at your booth or display space must be Kiwi Lane Designs products.
 - **Other Events:** Kiwi Lane further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products and brand, such as flea markets and farmers markets.
- 32. Tampering with Product Packaging.** You agree that you shall not alter the original packaging, pricing or labeling of sellable products.
- 33. Unsolicited Emails (SPAM), Unsolicited Faxes, and Telemarketing Prohibited.** You agree that you will not send unsolicited commercial emails or unsolicited faxes promoting Kiwi Lane Designs products or services in violation of any applicable state or federal law or regulation. You further agree that you will not engage in telemarketing activities or enlist the services of any third party to engage in telemarketing activities to promote Kiwi Lane Designs products or services.
- 34. Media Inquiries.** You agree that you will not interact with the media regarding the Kiwi Lane Designs business or its products and services. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to Kiwi Lane Designs.
- 35. Confidential Information.** “Confidential Information” includes, but is not limited to, the identities, contact information, achievements, content, membership, subscription, and/or sales information relating to Kiwi Lane Designs community members, customers, and Creative Partners: (a) that is contained in or derived from your password protected Center; (b) that is derived from any reports issued by Kiwi Lane Designs to you to assist you in operating and managing your Creative Partner marketing efforts; and/or (c) to which you would not have access to or would not have acquired but for your affiliation with Kiwi Lane Designs. Confidential Information constitutes proprietary business trade secrets belonging exclusively to Kiwi Lane Designs and is provided to you in strict confidence. You agree that you shall not directly or indirectly disclose any of Kiwi Lane Designs’ Confidential Information to any third party without the prior written authorization of Kiwi Lane Designs. You further covenant and agree not to use any of Kiwi Lane Designs’ Confidential Information for any purpose other than your use in managing your Creative Partner marketing efforts. You acknowledge that except for your agreement to maintain the confidentiality of Kiwi Lane Designs’ Confidential Information, Kiwi Lane Designs would not provide any of its Confidential Information to you.

36. Non-Disclosure of New Releases. As a Creative Partner, you will receive notification of new releases of Kiwi Lane Designs products or services in advance of the public release of such products or services at official Kiwi Lane Designs pre-release events. You agree that your disclosure of such new products or services prior to the official pre-release event at which they are announced shall be grounds for the immediate cancellation of this Agreement.

37. Trademarks and Copyrights. The names “Kiwi Lane”, “Kiwi Lane Designs”, and other names and logos as may be adopted by the Company are proprietary trade names, trademarks, and service marks of Kiwi Lane Designs. The Company grants you a limited license to use its trademarks and trade names in promotional media for so long as the Agreement is in effect. You may download approved trademarks and logos for your promotional efforts from your Creative Partner Center provided all such uses by you are in strict compliance with the guidelines that accompany such downloads. Upon cancellation of the Agreement for any reason, the license shall expire, and you agree that you shall immediately discontinue all use of the Company’s trademarks, trade names, and logos. Under no circumstances may you use any of Kiwi Lane Designs’ trademarks, trade names, product names, or any derivative of the foregoing in any email address, website domain name, social media handle, or any social media name or address. You may not use any of the foregoing or derivatives thereof, or any of the Company’s logos in any unapproved Marketing Tools.

Kiwi Lane Designs regularly produces live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Creative Partners, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. You may not record company functions for any reason, whether such an event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced Marketing Tools, videos, audios, podcasts, and printed material are also copyrighted. You shall not copy or make derivatives of any such materials for your personal or marketing use without the Company’s prior written approval.

38. Assignment of Rights and Delegation of Duties. Creative Partners may not assign any rights under the Agreement without the prior written consent of Kiwi Lane Designs. Any attempt to transfer or assign the Agreement without the express written consent of Kiwi Lane Designs renders the Agreement voidable at the option of Kiwi Lane Designs and may result in cancellation of the Agreement.

If the assets of Kiwi Lane Designs, or a controlling ownership interest in Kiwi Lane Designs, is transferred to a third party, Kiwi Lane Designs may assign its rights and delegate its duties and obligations under the Agreement to such third party as part of the sale or transfer.

39. Actions of Third Parties. If a third party acting on your behalf, or with your active or passive assistance or knowledge engages in conduct that would be a violation of the Agreement, the conduct of the third-party may be imputed to you. “Knowledge” of conduct in violation of the Agreement is not limited to actual knowledge. If you engage in acts or omissions that you know or SHOULD KNOW will enable a third party to violate this Agreement, if such action was taken by you, you shall be deemed to have knowledge of the violation.

40. Term and Renewal of the Agreement. The term of the Agreement is one year from the date of enrollment. Unless the Agreement has been cancelled as provided in Section 42 below, the Agreement shall automatically renew for annual one-year terms on each anniversary of the enrollment date. You may cancel the Agreement at any time and for any reason. If you do not cancel, the Agreement will be automatically renewed.

41. Cancellation of the Agreement; Disciplinary Sanctions.

- **Voluntary Cancellation.** You may cancel the Agreement at any time, regardless of reason. Voluntary cancellation must be submitted in writing to the Company at its principal business address or by uploading the voluntary cancellation letter via your Creative Partner Center. The written notice must include your signature, printed name, address, and Creative Partner Share ID. You will also be deemed to have voluntarily canceled the Agreement by manually cancelling the Online Partnership Tools Subscription via the subscription page in your Creative Partner Account or by withdrawing consent to contract electronically.
- **Suspension or Cancellation for Non-Payment.** Your failure to pay the monthly Online Partnership Tools Subscription Fee when due will result in suspension of the Agreement (see Effect of Suspension below). In the event any such fees remain unpaid for 60 days, the Agreement shall be automatically Cancelled.
- **Involuntary Cancellation; Disciplinary Sanctions.** You agree that any violation of any term of the Agreement, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by you that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or cancellation of this Agreement, and/or any other disciplinary measure that Kiwi Lane Designs deems appropriate to address the misconduct. In situations deemed appropriate by Kiwi Lane Designs, the Company may institute legal proceedings for monetary and/or equitable relief, subject to the Dispute Resolution Policy at Section 45.
- **Effect of Suspension.** In the event the Agreement is suspended pursuant to this Section 42, no affiliate earnings will be paid to you for purchases made by your attributed referrals for the term of any such suspension.
- **Effect of Cancellation.** In the event the Agreement is cancelled pursuant to this Section 42, you will lose all Creative Partner rights, benefits, and privileges hereunder. This includes the right to represent yourself as an Independent Kiwi Lane Designs Creative Partner, to market Kiwi Lane Designs products or services, and the right to receive affiliate earnings from the sale of products to your attributed referrals. There are no refunds of any monthly Online Partnership Tools Fees paid by you upon the cancellation of the Agreement. If the Agreement is canceled, you shall receive affiliate earnings only for sales completed during the last full month that you were active and in good standing prior to the cancellation of the Agreement.

Kiwi Lane Designs reserves the right to cancel the Agreement upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.

42. Severability. If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action that you have against Kiwi Lane Designs shall not constitute a defense to Kiwi Lane Designs' enforcement of any term or provision of the Agreement.

- 43. Indemnification.** You agree to indemnify Kiwi Lane Designs for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements, or payments of any other nature that Kiwi Lane Designs incurs resulting from or relating to any act or omission by you that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Kiwi Lane Designs may elect to exercise its indemnification rights through withholding any affiliate earnings due to you under this Agreement. This right of set-off shall not constitute Kiwi Lane Designs' exclusive means of recovering or collecting funds due Kiwi Lane Designs pursuant to its right to indemnification.
- 44. Dispute Resolution.** If a dispute between you and Kiwi Lane Designs arises from or relates to the Agreement, the Kiwi Lane Designs business, or the rights and obligations of either party, the parties shall resolve the dispute through mediation and, if the mediation is not successful, through binding arbitration as set forth in the following dispute resolution provisions.
- **Mediation.** Prior to filing arbitration as provided below, the parties shall meet in good faith and attempt to resolve such disputes through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. Mediation may be initiated by either party by serving a written demand for mediation on the other party. The parties shall have 10 calendar days following such written demand to select a mutually acceptable mediator. If the parties cannot agree on a mutually acceptable mediator, they shall apply to JAMS ADR (www.jamsadr.com) to have a neutral mediator appointed. Mediation shall be conducted within 20 calendar days from the date on which the mediator is selected or appointed or as otherwise agreed upon by the parties and the mediator. Unless otherwise agreed upon by the parties, the mediation shall be closed no later than 30 calendar days following the completion of the meeting between the mediator and the parties. The meeting between the mediator and the parties shall last no more than two (2) days. Each party shall pay its own attorney's fees, costs, and individual expenses. Mediation shall be held in Middleton, Idaho.
 - **Arbitration.** In the event the dispute is not resolved by mediation, you agree that the dispute shall be resolved by binding arbitration. The parties waive all rights to trial by jury or to any court. The arbitration shall be filed with and administered by JAMS ADR in accordance with its Commercial Arbitration Rules, which are available on its website at www.jamsadr.org. Kiwi Lane Designs will send a copy of the JAMS rules to you upon your request to the Company. Notwithstanding the rules of JAMS, unless otherwise stipulated by the parties, the following shall apply to all Arbitration actions:
 - The Federal Rules of Evidence shall apply in all cases.
 - The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
 - The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
 - The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed and shall last no more than five business days.
 - The parties shall be allotted equal time to present their respective cases.
 - The Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.
 - Any dispute relating to whether the dispute is subject to arbitration shall be decided through arbitration.
 - All arbitration proceedings shall be held in Canyon County, Idaho. There shall be one arbitrator selected from the panel provided by JAMS ADR. Each party to the arbitration shall be responsible

for its own costs and expenses of arbitration, including legal and filing fees.

- The decision of the arbitrator shall be binding on the parties and may, if necessary be reduced to a judgment in any court of competent jurisdiction.
- Remedies available to you under U.S. federal laws, and the state and local laws of your state, shall remain available to you in any arbitration proceeding.
- This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

45. Arbitration Opt-Out. If you do not wish to be subject to this Arbitration provision, you may opt-out by notifying Kiwi Lane Designs in writing of your desire to opt-out of this Arbitration provision within 30 days of your enrollment as a Creative Partner. The opt-out notice shall be sent via email to policy@kiwilane.com. If you opt-out of arbitration, jurisdiction and venue for the dispute shall be in Canyon County, State of Idaho, and the dispute shall be governed by the laws of the State of Idaho, without regard to principles of conflicts of laws.

46. Disputes Not Subject to Arbitration. Notwithstanding Section 45 above, the following disputes shall not be subject to arbitration:

- Action to enforce an arbitration award or order. Either party may bring an action in a court properly vested with jurisdiction to enforce an arbitration award or order.
- Actions for emergency equitable relief. Either party may apply to any court having jurisdiction for a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect its intellectual property rights and Confidential Information in this Agreement.
- Claims that are within the jurisdictional limit of the small claims court in the jurisdiction in which the Creative Partner resides. Notwithstanding any other provision herein to the contrary, if a dispute is brought in a small claims court properly vested with jurisdiction, the law of the state in which the small claims court resides shall apply.

47. Waiver. Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

48. Waiver of Right of Publicity. You grant Kiwi Lane Designs an irrevocable license to reproduce and use your name, photograph, community posts, submitted content, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. You waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.

49. Class Action Waiver. All disputes, whether pursued through arbitration or before the courts, that arise from or relate to the Agreement or that arise from or relate to the relationship between the parties, shall be brought and proceed on an individual basis. The parties waive their rights to pursue any action against the other party and/or their respective owners, officers, directors, and agents, on a class or consolidated basis. You may opt out of this class action waiver if you wish by submitting written notice to the Company of your desire to opt out within 30 days from the date on which you enroll as a Creative Partner. Submit your written opt-out notice to policy@kiwilane.com.

50. Damage Waiver. In any action arising from or relating to the Agreement, the parties waive all claims

for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims of exemplary and punitive damages. Nothing in this provision or this Agreement shall restrict or limit a party's right to recover liquidated damages as set forth herein.

51. Damages for Wrongful Cancellation. In any case which arises from or relates to the wrongful cancellation of the Agreement, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary cancellation of the Agreement is proven and held to be wrongful under any theory of law, your sole remedy shall be liquidated damages calculated as follows: Liquidated damages shall be in the amount of affiliate earnings paid to you under the Agreement in the twelve (12) months immediately preceding the cancellation.

52. Governing Law. The Federal Arbitration Act shall govern all matters relating to arbitration. Except as is otherwise specifically referenced in these Terms & Conditions, the law of the State of Idaho without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement, the business, the relationship between the parties, or any other claim between the parties. Notwithstanding the foregoing, if a dispute is brought in a small claims court properly vested with jurisdiction, the law of the state in which the small claims court resides shall apply.

53. Headings and Titles. The headings and titles used in this Agreement are included for convenience only and shall not limit or otherwise affect the terms and conditions of this Agreement.