

AFFILIATE AGREEMENT

This agreement describes the terms and conditions for participation in the MOMables Affiliate Program. The terms "Affiliate," "you," and "your" are referring to you, the applicant. "We" and "our" refer to MOMables Affiliate program. We are independent parties and this agreement will not form any partnership.

AGREEMENT DURATION

This agreement will begin upon our acceptance of your affiliate application and will end when terminated by either party.

Termination may happen at any time, with or without cause, by giving the other party written notice of termination.

MODIFICATION

By posting a Change Notice or a new agreement on this site, we may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but not limited to changes in the scope of available referral fees, fee schedules, payment procedures and Program rules. If any of the modifications are UNACCEPTABLE TO YOU, your only recourse is to terminate this Agreement. If you CONTINUE PARTICIPATION IN THE PROGRAM following the posting of a Change Notice or new agreement, it will be considered as your acceptance of the change.

COMMISSIONS

You will receive 20% of the subscription revenue as a commission from orders placed through your Affiliate Site. Affiliates at a partner level are also paid on renewals.

For a sale to generate a commission to an Affiliate, the customer must complete the order form, remit full payment for the service ordered and have their installation completed. Affiliate commissions will only be paid on sales, which are made through qualified Affiliates. You may not set up sub-affiliate sites, lend out your affiliate id link, or create your own sub-affiliate program without prior authorization.

Referral fees can only be earned between the acceptance of the Affiliate application and notice of termination. Affiliate reports are run between the 1st & 5th of each month and paid out on the 10th by MOMables, LLC. Any refunds, chargebacks, or fees from a returned order will be adjusted in the following fee payment. If no fee payment is due a billing invoice for the amount will be issued.

Affiliates must have an active link on their website. It is the affiliate's responsibility to market the MOMables subscription plans regularly. You may insert your affiliate link code on social networks and to opted-in email subscribers. The promotion of the MOMables subscription plans to un-authorized recipients will be considered "spam" and will cause an automatic termination of the agreement (see SPAM – UCE).

ORDER PROCESSING

MOMables will be solely responsible for processing every order placed by a customer on the Affiliate sites. Customers who purchase products and services through the MOMables Affiliate program will be deemed to be customers of MOMables LLC. Prices and availability of our products and services may vary from time to time. MOMables LLC policies will always determine the price paid by the customer. We reserve the right to reject any order that does not comply with our rules, operating procedures and policies.

Any special offers, sale, or promotion must be approved by MOMables LLC prior to announcing a promotion.

WEBSITE RESTRICTIONS

MOMables LLC reserves the right not to accept any site into the MOMables Affiliate program based on site content. Sites that Do Not Qualify for the MOMables Affiliate Program include sites such as sites that are:

- X- rated and promote sexually explicit materials
- Promoting violence and discord.
- Promoting discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promoting illegal or questionable activities
- Violating intellectual property rights

SPAM (UCE)

Unsolicited Commercial E-mail - MOMables LLC in no way participates in mass unsolicited e-mailing (i.e. spamming), and all Affiliates are expected to adhere to this policy as well. Violation of this policy will result in the termination of this contract and immediate dismissal from the MOMables Affiliate Program, with no refund.

DISCLAIMER

We make no express or implied warranties or representations with respect to the Affiliate Program or your potential to earn income from the MOMables Affiliate Program. In addition, we make no representation that the operation of our site or the Affiliate Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or down time.

This Agreement will be governed by the laws of the United States and the District of Columbia, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the Federal or State courts located in Madisonville - St. Tammany Parish, Louisiana, and you irrevocably consent to the jurisdiction of such

courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

By agreeing to become an affiliate, you agree to the terms of this agreement. Your intent is to promote the MOMables service and will not damage the business reputation and online presence.

Laura Fuentes
Founder & CEO

MOMables.com