

## **LAYLA MARTIN AFFILIATE PROGRAM TERMS AND CONDITIONS**

We're so thrilled that you've chosen to collaborate with us on our quest to promote radical self-love, epic sex, and outrageous pleasure as a Layla Martin affiliate!

Being an affiliate means that you agree to everything outlined in our Affiliate Program Terms and Conditions, and you are expected to act with integrity, comply with all guidelines and adhere to all laws. It is your responsibility to read through this document and to make sure that you understand everything in it. If anything is unclear or you have questions, please email us at [kellie@laylamartin.com](mailto:kellie@laylamartin.com).

### **Program Structure**

The Layla Martin Affiliate Program runs through a secure and user-friendly portal called LeadDyno. When you sign up for the affiliate program, you'll input your:

1. Full name
2. Best contact email address
3. PayPal information so you are paid out any commissions due

Once registered, you'll have access to a full affiliate portal which includes:

- A unique referral link
- Your progress (number of visitors and purchasers)
- Your commission details
- Marketing materials
- SubID links

### **Included Products**

- VITA™ Coaching 2025 (launch window of August 2024 to January 2025)

*This agreement establishes an affiliate relationship for the VITA Coaching program only. Please contact [kellie@laylamartin.com](mailto:kellie@laylamartin.com) with any questions.*

### **Promoting Products**

The Layla Martin Team will make available to the affiliate button links, text links, and advertisement copy to be placed on the affiliate's website, emails and/or social media accounts which will direct users to the Layla Martin website (sales page or email capture opt-in) via hypertext links.

As an affiliate, you will only be permitted to use the links that the Layla Martin team provides. Any additional websites or entities will require additional submissions of affiliate program applications and approval by the Layla Martin team.

Individual affiliate links are intended to drive customers to the VITA Coaching program. The affiliate may not use unsolicited commercial email, spam, search engine spam, or other illegal or unethical means by which to generate referral commissions.

As a Layla Martin affiliate, the affiliate is given a limited term license, during the term of the affiliates active participation as a program affiliate, to utilize the Layla Martin logo and images provided.

If the affiliate discontinues the affiliate program or if the affiliates participation is terminated for any reason, the affiliate will immediately cease using the promotional materials and will delete all such materials from its website, emails, social media accounts and from its computer.

### **Qualified Purchase**

Commission rates are stated in the commission details section.

Qualified purchases are successful purchases of the VITA Coaching program, where the lead purchased the VITA Coaching program directly from the Layla Martin site through the affiliates unique link during the 2025 VITA Coaching launch.

A “Qualified Purchase” does NOT include the following:

- A purchase by the affiliate through the affiliates link.
- A purchase by a lead that is not up to date on its payments or is subject to a refund, referral, or other program.
- A purchase that was completed prior to the affiliate joining the affiliate program or was not tracked properly through an affiliate link.
- A purchase that the Layla Martin team suspects, in its sole discretion, is the result of fraud, which shall include but is not limited to, the use of software that generates real and fictitious information, multiple accounts from the same customer, or the referral of accounts that do not comply with this Agreement.
- A purchase by a lead if the lead was offered or received coupons, refunds, credits or discounts from the affiliate.

The Layla Martin team reserves the right to suspend the payment of commission fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms of this agreement by the affiliate or a lead. The Layla Martin team reserves the right to

deduct from the affiliate's current and future commission fees any and all commission fees corresponding to any fraudulent, questionable, and canceled purchases.

## **Commission Details**

The Layla Martin team monitors all program sales closely and are grateful for all of the leads brought in by affiliates!

Any leads who register for VITA Coaching under the affiliate's specific affiliate link and goes on to purchase the program are counted as a sale for the affiliate.

If a lead does not register under your affiliate link, you will not get credit for the sale. In order to avoid a mistake of this nature, please make sure you have the correct affiliate link in all promotional materials.

Any new VITA Coaching sale from the affiliate's direct link will earn the affiliate 15% commission.

- Pay in full sales commissions will be paid to the affiliate on a monthly basis on or about the fifteenth (15th) of the subsequent month of receipt of full payment by the Layla Martin team. Payments are broken up into two installments, based on the deposit and the final payment.
- Payment plan sales commissions will be paid to the affiliate monthly, upon receipt of all payments due under the plan for that time period. Payment plans will be paid out through the entirety of the 24 month payment plan cycle.

*Commissions are ONLY paid when the company receives all required payments from the customer.*

The Layla Martin team does not guarantee an exact date of calculation of commissions or payments. All payments will be made via PayPal or Zelle.

VITA Coaching is a no refund program. Under the discretion of the Layla Martin team, occasional refunds are offered for extenuating circumstances. If an affiliate/s student cancels and is granted a refund, outstanding commissions payments for that purchase will cease to be paid out.

## **Earnings Disclaimer**

The Layla Martin team puts in significant effort to portray our affiliate program and its potential earnings in a precise manner. Nevertheless, none of the information presented on our websites or in this agreement should be interpreted as a promise or assurance of earnings. We are unable to guarantee any specific outcomes or monetary gains for you as the affiliate. The affiliate alone is responsible for their strategies, actions, and results while promoting the VITA Coaching program.

## **Financial Responsibilities**

The affiliate will be fully responsible for all costs and expenses of maintaining and marketing the affiliate program, including but not limited to all costs associated with the creations, hosting,

modification, and improvements to the affiliates website, costs of search engine placement and other Internet marketing, costs of inserting the Owner's links into its website, offline marketing costs, and all other costs and expenses, and the affiliate hereby holds the Layla Martin team harmless from or against the same. Affiliates may be required to submit a W8/W9 tax form. Affiliate is responsible for the payment of all taxes related to the commissions you receive under this agreement. In compliance with U.S. tax laws, the Layla Martin team will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable threshold.

### **FTC Endorsement Compliance**

All affiliates must comply with applicable laws, regulations and guidelines concerning advertising and marketing, including without limitation, the [Federal Trade Commission \(FTC\) Endorsement Guides](#), which require that material connections between advertisers and endorsers be disclosed. This means that all affiliate sites (e.g. social media, directories, review/rating websites, blogs, and other websites) and any email or collateral that provide an endorsement or assessment of Layla Martin's (Owner's) products and services must disclose the fact that you receive compensation for referred customers. Owner reserves the right to withhold commission fees and cancel the affiliate relationship if it is determined, at the Owner's sole discretion, that the affiliate is not in compliance with the previously mentioned guidelines or other FTC and/or legal requirements, regulations or guidelines.

### **Data Security**

As an affiliate, you must comply with all applicable data protection laws regarding the transmission of data exported to or from the United States or the country in which the affiliate resides, including without limitation, the General Data Protection Regulation 2016/679 of European Parliament and of the Council of 27 April 2016 (the "GDPR"). The affiliate, as a controller under the GDPR, shall also implement appropriate technical measures to ensure a level of security appropriate to the risk, taking into account the nature, scope, context, and purpose of processing any personal data. The affiliate agrees to promptly assist the Layla Martin team in complying with any data subject rights request under the GDPR that the Layla Martin team may receive from any individuals referred to the Layla Martin team by the affiliate. The affiliate further agrees to promptly assist the Layla Martin team in complying with any duties to cooperate with supervisory authorities under the GDPR.

**By acknowledging the above you are confirming that you have read this agreement in its entirety and agree to be bound by its terms and conditions.**