



Affiliate Program Agreement

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OVERVIEW

- I. This agreement is a binding, legal contract between you, the Affiliate and our business, Film Editing Pro Inc, herein after referred to as FEP. The Affiliate Program is administered through FEP pursuant to the policies at the FEP Website (www.filmeditingpro.com), as well as this agreement.
- II. FEP reserves the right to change the price of FEP’s products and commission payments for products without notice. Commissions are based on the number of paid course enrollments facilitated by the Affiliate.
- III. Affiliate is solely an Independent Contractor when acting as an Affiliate. No partnership, joint venture or other legal entity is created between FEP and Affiliate.
- IV. Affiliate represents and warrants to FEP, that Affiliate has read and understands FEP Policies that are set forth on the FEP Website and agrees to the terms set forth

therein.

- V. FEP reserves the right to amend this agreement as needed from time to time, and Affiliate agrees that any and all such amendments will apply to Affiliate. The continuation of Affiliate status, promoting or marketing FEP, FEP products or services, or Affiliate's acceptance of income shall constitute Affiliate's acceptances of this agreement and any and all amendments. Affiliate agrees to review this agreement for any changes or additions, monthly or at the beginning of each affiliate payout cycle, whichever is sooner. The date of the last change or addition to this agreement is posted at the end of this document.
- VI. All affiliates must be 18 years of age or older. If you are under 18 years of age you are not permitted to be an affiliate.
- VII. Affiliate agrees to receive e-mail from FEP, including but not limited to, sales reports, training, promotional resources, newsletters and other correspondence.
- VIII. Affiliate agrees to only represent FEP, FEP products and services as set forth on the official FEP Website or FEP marketing materials. Affiliate will make no claims regarding potential income, earnings, products, or services beyond what is stated on the official FEP Website. Affiliate also agrees not to reproduce commission checks or distribute commission checks in any form or by any means.
- IX. Affiliate agrees not to disparage FEP, FEP products or services, or other FEP Affiliates in any manner. Affiliate understands that disparagement may result in the immediate suspension or termination of Affiliate account with the cancellation of any pending commissions.

PAYMENTS

- I. All Affiliate payments will be made in U.S. dollars. Affiliate will be paid the amount of \$200 U.S. dollars for each paid FEP course enrollment successfully attributed to Affiliate for courses in the "Art of" category that are purchased with a single full payment by the customer. "Art of" courses purchased using the 12-month payment plan will pay the Affiliate a \$100 commission. Affiliate will be paid the amount of \$75 U.S. dollars for each paid FEP course enrollment successfully attributed to Affiliate

for courses in the "Secrets" category for both full pay and payment plan versions of the course.

- II. Affiliates can check commissions by logging in at <https://partners.filmeditingpro.com> using the username and password provided upon acceptance into the FEP Partner Program.
- III. Commission payouts be sent to Affiliate no later than 60 days after the triggering purchase takes place.
- IV. If a sale is cancelled or refunded, any paid commission will be deducted from a subsequent payment. Affiliate commissions will not be paid based upon amounts that are attributable to credit card fraud, credits given to customers, bad debt write-off and returned goods. FEP reserves the right to deduct in subsequent months, any commission paid for a product or service that is subsequently returned or refunded, or for any reason where the previous monthly commission was overpaid or later subject to reduction. For products purchased with a payment plan by the customer, FEP reserves the right to recover commissions from subsequent Affiliate payouts in the event that the customer fails to continue making payments.
- V. Affiliate is solely responsible for ensuring that their Affiliate Link is set up properly to have sales tracked and recorded to qualify for commissions. FEP is not responsible for the failure to assign any sale or commissions to Affiliate if the sale results from the improper formatting of any affiliate links.
- VI. FEP will only pay commissions on paid course enrollments that are tracked through our tracking system and indicate Affiliate as the source of the visit to FEP Website. Affiliate has no right to commissions if a buyer later returns to FEP Website through another Affiliate link and makes a purchase.
- VII. Affiliate will not receive commissions based on subsequent sales, upsells, add-on purchases, or where "cookies" overwritten or deleted even where the customer first arrived at FEP Website through your Affiliate link.

COOKIES

- I. All Affiliate cookies will have a duration of 11 days from the date of creation. All cookies will expire at 11:59 PM Pacific U.S. Time on day 11.
- II. FEP is not responsible for paying any commissions on a sale made to any referred visitor who has disabled or deleted cookies.

AFFILIATE DISCLOSURES

- I. FEP strongly advises Affiliate to stay compliant with the Federal Trade Commission (FTC) guidelines on testimonials and endorsements. All endorsements, reviews, testimonials on FEP products, services, as well as relationships must be clearly disclosed in a separate policy on Affiliate site. The FTC points out that “when there exists a connection between the endorser and the seller of the advertised product” it is imperative that such a connection is “fully disclosed.” The FTC deems the relationship in an endorser-sponsor light and believes that the end user has the right to understand that one exists. We share this opinion and strongly encourage Affiliate to adhere to the FTC’s rules. FEP also reserves the right to terminate Affiliate relationship for non-compliance. For full FTC guidelines visit:

<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>

TRADEMARK REQUIREMENTS

- I. These requirements apply to the Affiliate’s use of FEP’s trademarks and servicemarks.
- II. Affiliate may use the trademarks only for purposes expressly authorized by FEP.
- III. Affiliate may not modify the trademarks in any manner. For example, you may not change the color, proportion or font of the trademarks.
- IV. Affiliate may not display the trademarks in any manner that implies endorsement of your website or business by FEP outside of your involvement in the Affiliate Program.

- V. Affiliate may not use the trademarks to disparage FEP, its products or services, in a manner which, at the sole discretion of FEP, may diminish or otherwise damage the good will of FEP.
- VI. Affiliate must include the following statement in materials that include the trademarks: "Film Editing Pro is a servicemark of Film Editing Pro Inc." Affiliate must include similar statements for any trademarks used on an ongoing basis.
- VII. Affiliate acknowledges that all rights to the trademarks are the exclusive property of FEP and all goodwill generated through the Affiliate's use of the trademarks will inure to the benefit of FEP.
- VIII. Affiliate may not use the trademarked names, Film Editing Pro, www.filmeditingpro.com, Film Editing Pro Inc., or any variations or misspellings thereof, in any manner in any of the following:
 - a. Keyword bidding on search engines
 - b. Metatags or to direct traffic to any website other than FEP's
 - c. Hidden text or source code
 - d. In the Affiliate domain name or any other part of the Affiliate's universal record locator
- IX. Affiliate may not bid on any keyword or keyword string on any Pay Per Click Advertising Platforms (PPCAPs) where such keyword or keyword string is, or includes a trademark of FEP or any variation or misspelling of one of FEP's trademarks. Further, Affiliate may not bid on any word or term that is confusingly similar to any of FEP's trademarks standing alone.
- X. Affiliate may not employ any "fat finger" domains or typosquatters redirecting web traffic to the Affiliate. A typosquatter or "fat finger" domain is any domain that amounts to misspellings of any registered or unregistered trademarks.
- XI. The list below sets examples of impermissible keywords, "fat finger" domains, and variations of trademarks that the Affiliate may not bid on. The list is for example purposes only and is not a complete list of prohibited words which infringe on a trademark, and therefore violate a term of this agreement.

Film Editing Pro	Trailer Editing Mastery
www.filmeditingpro.com	Film Editing Pro Inc.
Film Editing Mastery	Music Editing Mastery
The Art of Action Editing	The Art of Trailer Editing
The Art of Music Editing	Secrets of Creative Editing

- XII. FEP reserves the right in its sole discretion to modify these requirements at any time.

CONFIDENTIAL INFORMATION

- I. The Affiliate agrees that any information received by the Affiliate during any of the Affiliate’s obligations will remain confidential. In accordance with this contract, which concerns the personal, financial, or other affairs of FEP will be treated by Affiliate in full confidence and will not be revealed to any other persons, firms or organizations.

SPAM PROHIBITED

- I. FEP has zero tolerance toward any Affiliates associated with spam. The accounts of Affiliates associated with spam are immediately terminated as soon as the violation is discovered, with a cancellation of any pending monies or commissions owed.
- II. For the purpose of this agreement spam is defined as e-mailing anyone, in bulk or by single mailing, about FEP or FEP products or services, who has not specifically requested the information directly from Affiliate. Mailings to names or lists that have been purchased, including but not limited to so called co-reg lists, regardless of the opt-in procedures, are not permitted. FEP considers any type of advertisement about FEP, FEP products or services, posted to a Newsgroup or Chat Room, in violation of their posting rules, to be spam.
- III. Affiliate agrees to comply with all U.S. State and Federal spam laws, including but not limited to the Federal CAN-SPAM Act.

NO INCOME CLAIMS ARE MADE

- I. FEP makes no representations or warranties whatsoever, regarding potential income that may result from participation in FEP's Partner Program and FEP specifically disclaims any and all warranties in regards to Affiliate's earning potential.
- II. Affiliate agrees to provide FEP with valid contact information upon registration.
- III. FEP will make every reasonable effort to accurately track and pay commissions for all sales that belong to or are credited to Affiliate. FEP is not responsible for technical problems, acts by third parties, or other events outside our reasonable control which may temporarily interfere with, disrupt, or diminish tracking or service.
- IV. FEP shall not be held liable for any indirect, incidental, special, or consequential damages or any loss of revenue or profits arising under or with respect to this Agreement or program, even where FEP has been advised of the possibility of such damages. FEP's total liability arising from this agreement or program shall not exceed the total commissions paid or payable by FEP.

FEP RESPONSIBILITIES

- I. FEP is responsible for handling all customer inquiries, fulfilling product orders, customer billing and collection of monies.
- II. FEP pricing of products and services is totally within FEP discretion and FEP reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advance notice to Affiliate.
- III. FEP's responsibility to Affiliate in this regard is to track customer orders that occur through links from Affiliate and provide reports of the commissions due as a result thereof. All such reports shall be un-audited.

CUSTOMER PRIVACY

- I. To protect customer privacy, under FEP's Privacy Policy, if deemed necessary FEP reserves the right to withhold identifying customer contact information from Affiliate. FEP has no obligation to provide Affiliate with any specific information for any customer, regardless of whether said customer arrived at FEP Website through an Affiliate link.
- II. FEP reserves all rights in or to its trademarks and servicemarks and copyrights, although they may be used by Affiliate in accordance with this agreement. Affiliate may not display an FEP logo, image, or trademark in a way which may be considered distasteful, defame, or misrepresent FEP in any way.

PROHIBITED WEBSITES

- I. Affiliate agrees not to misrepresent FEP product or services. Affiliate also agrees not to advertise FEP products or services on Websites that promote sexually explicit material, violence, Warez or pirated materials, or sites that promote discrimination based on race, sex, religion, national origin, or physical disability or sites that promote illegal activities.

MISCELLANEOUS PROVISIONS

- I. FEP reserves the right to terminate Affiliate account for any reason in our sole and absolute discretion, including but not limited to the reasons set forth herein.
- II. FEP makes no warranties expressed or implied for the Affiliate Program except as outlined in this Agreement. Affiliate Program is provided as is.
- III. FEP and Affiliate reserve the right to terminate this agreement at any time, without notice. If terminated, outstanding commissions shall be paid in the next payment cycle, as long as the terms of this agreement were not violated by the Affiliate. Payment of the final commission payment to the Affiliate may be withheld for a reasonable time in order to ensure that the correct amount of monies due are paid.
- IV. Affiliate is solely and fully responsible for any and all costs and expenses Affiliate incurs in the marketing of FEP, FEP products and services, and Affiliate agrees to

hold FEP harmless from same.

- V. In the event that any provision of this Agreement is held to be invalid or unenforceable, said provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
- VI. FEP location is on the Website and as an Affiliate you agree that this offering is made from FEP's location and shall be governed by the laws of the State where FEP is located, in the U.S.A.
- VII. This agreement shall be governed by and construed in accordance with the laws of the State FEP is located in, without regard to its conflict of laws rules. Any legal action arising out of this Agreement shall be litigated and enforced under the laws of the State where FEP is located. In addition, Affiliate agrees to submit to the jurisdiction of the course of the State where FEP is located, and that any legal action pursued by you shall be within the exclusive jurisdiction of the course of the city and state where FEP is located.
- VIII. FEP obligations and Affiliate remedies are solely and exclusively as described and limited in this agreement, and if applicable, on FEP's Website affiliate information. FEP liability, whether based on contract, tort, warranty, strict liability, or other legal claim, shall not exceed the price of the individual goods, products, services, or commissions owed, whose alleged defect or damage is the basis of the claim. In no event shall FEP be liable for any loss of profits, loss of use, or other indirect, incidental, or consequential damage to Affiliate.

DISCLAIMER AND CONTACT INFO

- I. FEP reserves all rights not expressly granted here.
- II. To contact FEP with any inquiries email us at support@filmeditingpro.com

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