

Jasper Affiliate Partner Terms and Conditions

Effective January 24, 2022

Jasper may offer you an opportunity to become an independent Jasper Affiliate (“Affiliate”), wherein you have the opportunity to earn additional money for Jasper products, services, and accounts that you sell. Jasper reserves the sole and exclusive right to determine the amount of remuneration each Affiliate will receive in exchange for the Affiliate’s efforts. Affiliate commission is further discussed herein. See also Jasper [Terms of Service](#), which apply to you in your role as Affiliate, unless otherwise expressly provided for.

This Affiliate Agreement (“Agreement”) governs Your application for, and any subsequent participation in, Jasper’ Affiliate program. By clicking “I Accept the Terms and Conditions” and submit, You thereby accept the terms of this Agreement, You indicate that You have read and understood this Agreement, and agree that You are bound by its terms.

SECTION 1 - PARTIES

All references to “Jasper” herein means and refers to Jasper, INC., doing business as Jasper. All references to “You” and “Your” mean and refer to the person or entity who has executed this Agreement. Jasper and You are each referred to herein as a “Party,” and collectively as the “Parties.” You agree to notify us in writing if the legal name of your business or account ownership changes within twenty-four (24) hours of such change and You certify that all such information is truthful and accurate. Notice of such changes should be sent to partners@jasper.ai.

SECTION 2 - APPLICATION

You agree to provide all information requested by Jasper in connection with Your Affiliate application, and You affirm that all information that You provide is truthful and accurate. You understand and agree that Jasper retains sole and exclusive discretion to determine whether You qualify for participation in Jasper’ Affiliate program. Not everyone who applies for Jasper’s Affiliate program will qualify to participate. The application to become an affiliate can be found at <https://partners.jasper.ai/>.

SECTION 3 - CONSENT TO BE CONTACTED

You expressly consent to be contacted at the email address, social media, and the phone number You provide in Your application about Your application and the Affiliate program, including through automated dialing systems, texts and artificial or pre-recorded messages. This consent is a material condition of this Agreement and may not be revoked except in writing by both Parties.

SECTION 4 - COMPENSATION

If Your application to become an Affiliate is approved by Jasper, You will receive a unique Affiliate ID. The Affiliate ID will be incorporated within each URL which You will use to advertise Jasper. You will have the opportunity to receive a commission for each sale (“Sale”) that is registered using Your Affiliate ID.

If a prospect (“Prospect”) has multiple Affiliate cookies (“Cookies”), the most recently-acquired Cookie will determine which Affiliate is credited with a Sale. There are some products and services sold that do not have trial periods.

Provided that the Sold Account (as defined below) remains in good status within thirty (30) days from the Sale, You will be paid a commission for each Sold Account that generates a payment to Jasper in a month (“Commission”). Except as otherwise provided herein, Commission payments will be paid in the first week of each month following Jasper’ receipt of payment for a Sold Account, subject to the other terms of this Agreement. All Commission payments are based on the amount of fees received by Jasper, less sales taxes.

*You will earn 30% commissions on the self serve plans (Creator and Teams) purchased by your referral for as long as they are a customer. If they pay monthly, you’ll be paid 30% of their monthly payment. If they pay annual, you will receive 30% of their annual payment as commission. If they upgrade or downgrade, your commission will match the new payment at 30% accordingly. If they

cancel, you will stop receiving commissions.

The customized "Business Plan" is non-commissionable. If your referral begins on Creator or Teams and upgrades to Business, commissions will discontinue.

All Commissions are paid in U.S. Dollars (USD) or otherwise in currencies offered by the payment provider. Some payment methods may incur processing fees that may be deducted from Your Commissions payment. Your Commission must equal or exceed Twenty Five Dollars (\$25.00) (USD) before You receive a payment from Jasper.

Once a Commission of \$25 (USD) or more is earned, You will need to register with our third-party payment provider, PayPal.com, to receive payment of Commissions. This means You are authorizing third party companies to contact You. Before You can be paid any Commission, You must provide PayPal or Wise a completed W-8 or W-9 tax form, as well as any supporting documentation requested by Jasper or its third-party payment provider. You are solely responsible for complying with all tax laws in Your respective jurisdiction(s) including, but not limited to, the payment of all required taxes, and filing of all returns and other required documents with, the applicable governing body(ies).

*Commission rates and subject to change at anytime.

Non Commissionable Behavior

Affiliates will not be paid any Commissions for payments made on Affiliate's own user account(s). Affiliates are not permitted to open a Jasper account under the name of another person or entity, under a fictitious name, or under any name merely for the purpose of obtaining Commissions. Affiliates may not pay for another person's or entity's account. Affiliates are not permitted to offer cash rebates or other monetary incentives to obtain sales.

Commissions are paid only for transactions that actually occur between Jasper and a Sale in which payment is received by Jasper. If payment for a Sold Account later results in a refund or chargeback, and if a Commission was paid to You for that Sold Account, then the Commission will be deducted from Your future Commissions.

If it is found that a sale came from paid traffic on search engines including Google or Bing targeting Jasper' branded and trademarked keywords, Affiliate will be in violation of this agreement and commissions will NOT be paid and Affiliate's link will be banned, making it no longer possible for Affiliate to track referrals and receive commissions.

If you are running search ads on Google or Bing, you must set negative keywords for "jasper", "Jasper", "jasper.ai", "jasper ai", "conversion ai", "Conversion.ai", and "conversion.ai".

If it is found that the traffic sent to the Jasper website is bot traffic or malicious in behavior, Affiliate will be in violation of this agreement and commissions will NOT be paid and Affiliate's link will be banned, making it no longer possible for Affiliate to track referrals and receive commissions. This traffic is recognized by server errors or high traffic with extremely low conversion rates, often sent from bad ad networks or purchased email lists.

If it is found that Affiliate is emailing purchased lists or people who have not opted-in to be contacted, or sending direct messages to people on social media soliciting Jasper without the person's consent, Affiliate will be in violation of this agreement and commissions will NOT be paid and Affiliate's link will be banned, making it no longer possible for Affiliate to track referrals and receive commissions.

If Jasper determines, in its sole and exclusive discretion, that any Sale was procured fraudulently or as a result of any violation of this Agreement or applicable law, no Commission will be paid for such Sale, and for past sales, such payment amounts shall be deducted from Your future Commissions, and Jasper may terminate this Agreement immediately without Jasper having any liability to You.

SECTION 5 - TERM AND TERMINATION

The term of this Agreement will begin the earlier of (i) when You click "I accept the Terms and Conditions" and submit; or (ii) Your participation in the Affiliate program is approved. Your participation in the Jasper Affiliate program will continue month-to-month until terminated. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party written notice of termination. If, in our sole discretion, You fail, or we suspect that You have failed, to comply with any term or provision of the Agreement or the Terms of Service, or violated any law, whether in connection with Your use of Jasper or otherwise, we may terminate

the Agreement or suspend Your access to the Affiliate website (“Website”) at any time without notice to You. If it is found you are running ads for branded keywords on Google or Bing, including Jasper, Jasper.ai, Conversion.ai, you are in violation of this agreement and we may terminate your account and not pay commissions on sales. In addition, if, based on our data, you have a dispute rate greater than 10%, we may terminate this Agreement or suspend your access to the Website at any time without notice to You. In such instances, and in our sole discretion, we may also for the aforementioned reasons, terminate our relationship and suspend any accounts owned/controlled by You. For the avoidance of doubt, and without limitation for purposes of the foregoing, any violation of the required disclosure will be deemed a material breach of this Agreement. See Appendix A, Section 2, Disclosure. In the event this Agreement is canceled due to Your breach, You immediately forfeit all Commissions, Bonuses, and any other payments owed to You or that may in the future be owed to You without any further liability by Jasper to You. **This Agreement will terminate automatically if You earn no (zero) Commissions over a 12 month period.**

If this Agreement is terminated or canceled, then all provisions that, by their nature, should survive, will survive, including, but not necessarily limited to, all limitations of liability, disclaimers of warranties, indemnity obligations, mandatory arbitration, and class action waiver provisions, and exceptions to arbitration. All representations and warranties undertaken by You shall also survive termination or cancellation of this Agreement and/or Your Jasper account.

SECTION 6 - ADDITIONAL REPRESENTATIONS AND WARRANTIES In addition to Your other representations and warranties herein, You further represent and warrant that there are no prior or pending government investigations or inquiries of, or prosecutions against You by the Federal Trade Commission (“FTC”), any other federal or state governmental agency, or any industry regulatory authority, anywhere in the world, nor any prior or pending private lawsuits against You which relate to alleged intentional torts or alleged violation of any consumer protection or advertising laws. If You become the subject of such an investigation, inquiry, prosecution, or lawsuit any time after this Agreement is executed, You are required to notify Jasper of the same within 24 hours. Jasper, in its sole and exclusive discretion, may immediately terminate Your participation in Jasper’s Affiliate program, as well as immediately terminate this Agreement, based on any investigation, proceeding, or lawsuit identified pursuant to this paragraph.

SECTION 7 - ENTIRE AGREEMENT

This Agreement, Appendix A below, along with Jasper’s standard [Terms of Service](#), represents the entire agreement between the Parties and supersedes any other written or oral agreement between the Parties as pertaining to Your Affiliate application and, if approved, Your rights and responsibilities as an Affiliate.

Appendix A

Additional Terms of the Affiliate Agreement and Advertising Rules

These Advertising Rules apply to all activities of Affiliate:

General Compliance.

Affiliate shall publish or otherwise distribute advertisements in strict compliance with all applicable laws and regulations, including without limitation, laws prohibiting deceptive and misleading advertising and marketing, email marketing laws (including the federal CAN-SPAM Act (15 U.S.C. § 7701)), data protection laws (including but not limited to the European Union General Data Protection Regulation, U.K. Data Protection Act, California Consumer Privacy Act, and Brazilian General Data Protection Regulation), laws governing testimonials (including the FTC’s Revised Endorsements and Testimonials Guides (16 CFR Part 255 of the Code of Federal Regulations)), and all guidelines issued by the FTC. Affiliate is solely responsible for ensuring Affiliate’s compliance with all laws. Affiliates are strictly prohibited from making claims concerning the products and services offered by Jasper that are inconsistent with, or beyond the scope of marketing materials produced and made available by Jasper on their website, www.jasper.ai. Affiliate is prohibited from publishing or otherwise distributing advertisements by telemarketing, fax, or text messaging in any form to any device. Affiliate shall not offer monetary incentives, such as rewards points, cash, or prizes to Prospects in return for their response to an advertisement. Affiliates may, however, offer Prospects information and materials of tangible value including, but not limited to, website templates, information about e-commerce, website design, and online marketing, for reduced or no charge, but only so long as Affiliate accurately describes and delivers such information and materials to the Prospect. Jasper retains the sole and exclusive

discretion to determine whether Affiliate's advertising and conduct is in compliance with all laws.

Disclosure

On any website that Affiliate advertises any Jasper service or product, Affiliate must plainly display (*i.e.*, not in a link, or in small font) disclaimer language, such as:

Disclosure: I am an independent Jasper Affiliate, not an employee. I receive referral payments from Jasper. The opinions expressed here are my own and are not official statements of Jasper or its parent company, Conversion AI LLC.

Non-Disparagement

Affiliate is not permitted to comment negatively about or disparage the products or services of Jasper or any other person or entity, including without limitation the products or services of a Jasper competitor.

Paid Ads - Google Adwords

Affiliate is not permitted to engage in any unlawful or deceptive actions with respect to search engine optimization, including, but not limited to, using any technique that generates paid search results based on any trademarks of Jasper, or any brand name of Jasper.

If you are running search ads on Google or Bing, you must set negative keywords for "jasper", "Jasper", "jasper.ai", "jasper ai", "conversion ai", "Conversion.ai", and "conversion.ai".

If it is found that a sale came from paid traffic on search engines including Google or Bing targeting Jasper' branded and trademarked keywords, Affiliate will be in violation of this agreement and commissions will NOT be paid and Affiliate's link will be banned, making it no longer possible for Affiliate to track referrals and receive commission

Social Media.

If Affiliate advertises on Instagram or YouTube, then each post must comply with the [FTC's guidelines on endorsements](#) with all of the following:

- If Affiliate is advertising on other forms of written social media (*e.g.*, Facebook, Twitter), Affiliate must comply with the above disclosure restrictions as applicable to each form of social media. Affiliate must also comply with all rules of each social media platform that Affiliate uses.
- Income and Business Opportunity Claims. Affiliates are expressly prohibited from making any claims that the use of Jasper will guarantee that the user will make money. If Affiliate's recruiting efforts include claims related to income Affiliate has made from using Jasper or as an Affiliate, the following guidelines must be adhered to:

(a) Affiliate's statements must be completely true and accurate and supported by evidence of Affiliate's experience; and

(b) Affiliate's statements must be accompanied by the following disclaimer in clear and conspicuous font and placement: "These were my results. Your results will vary based on a variety of factors including Your education, effort, and market factors. There is no guarantee You will make any money."

Affiliate is also expressly prohibited from making any express or implied claims that Jasper is or provides a business opportunity, franchise opportunity, a "business-in-a-box," or an assisted marketing plan.

Jasper' Trademarks

No logo, tagline, trademark, trade name, or trade dress (collectively, the "Jasper Trademarks") owned by Jasper may be used, copied, or reproduced by any Affiliate except as set forth below. No Jasper intellectual property (or any mark confusingly similar to any Jasper intellectual property) is to be registered as a trademark in any country or registered as a domain name by Affiliate in any way in any country.

Subject to the restrictions below, approved Affiliates are granted a limited, revocable, non-transferrable, and non-assignable license to use the "Jasper®" trademark, Serial Number 90621202, to advertise Jasper online. Any time Affiliate uses the word "Jasper" it must be

immediately followed by “®”. Affiliate may not use “Jasper” or other Jasper’ trademarks as part of domain or website name.

Jasper retains exclusive ownership of all Jasper’ Trademarks and other intellectual property and all of its rights therein. Affiliate shall not promote or provide services to any other business or person that is infringing any of Jasper’s intellectual property.

Affiliate will be given approved brand assets to be used in marketing inside the partner dashboard at <https://partners.jasper.ai>.

Complaint Notification

Affiliate must notify Company of any complaint received by Affiliate regarding any advertisements within twenty-four (24) hours of receiving such complaint. Notice should be sent to partners@jasper.ai.

Independent Contractor

Affiliates are independent contractors of Jasper. It is the express understanding and intention of the Parties that no relationship of master and servant nor principal and agent shall exist between Jasper and You by virtue of this Agreement. You have no right to act on behalf of or bind Jasper in any way, nor share in the profits or losses of Jasper. The only compensation available to You is set forth in this Agreement. You are solely and exclusively responsible and liable for all of Your acts or omissions.

NO WARRANTY; NO LEADS

Jasper does not promise, guarantee or warrant Your business success, income, or sales. You understand and acknowledge that Jasper will not at any time provide sales leads or referrals to You. You understand and agree further that this is not a business opportunity, a franchise opportunity, a “business-in-a-box,” or an assisted marketing plan. You are responsible for procuring and paying for any and all materials and resources necessary to operate as an Affiliate as You determine in Your sole discretion.

LIMITATION OF LIABILITY

EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO EVENT SHALL Jasper OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, TELECOMMUNICATIONS PROVIDERS, AND/OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, THE [PRIVACY POLICY](#), THE SERVICES OR PRODUCTS, YOUR OR A THIRD PARTY’S USE OR ATTEMPTED USE OF THE WEBSITE OR ANY SOFTWARE, SERVICE, OR PRODUCT, REGARDLESS OF WHETHER JARVIS HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE. IN NO EVENT SHALL JARVIS’ LIABILITY TO YOU OR YOUR BUSINESS EXCEED THE AMOUNT OF THREE (3) TIMES THE PAYMENTS PAID BY YOU TO Jasper FOR THE MONTH PRECEDING THE DATE IN WHICH THE FACTS GIVING RISE TO A CLAIM AGAINST JARVIS OCCURRED OR TWO-THOUSAND DOLLARS (\$2,000), WHICHEVER IS GREATER.

DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION, CLASS ACTION WAIVER, & GOVERNING LAW.

As explained in Jasper’ Terms of Service, any controversy or claim arising out of or related to this Agreement or Your relationship with us that cannot be resolved through negotiation within 120 days shall be resolved by binding, confidential arbitration administered by the American Arbitration Association (“AAA”), and judgment on the award rendered may be entered in any court having jurisdiction thereof. The sections of the Terms of Service entitled “DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER,” “Jasper’ ADDITIONAL REMEDIES,” and “GOVERNING LAW AND VENUE” are expressly incorporated herein by reference. Please review the Terms of Service for more information.

Indemnity.

You agree to protect, defend, indemnify and hold harmless Jasper, its officers, directors, employees, owner(s), and parent company(ies) and assigns from and against all claims, demands, and causes of action of every kind and character without limitation arising out of Your conduct, acts, or omissions related to Your application and/or performance of this Agreement including, but not

limited to, any breach of this Agreement. Your indemnity obligation includes, but is not limited to, any third party claim against Jasper for liability or payments for damages caused by, or other liability relating to, You. This provision expressly survives the termination of this Agreement.

Severability

In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement and the Terms of Service, as so modified, shall continue in full force and effect.

Modification/Amendments

This Agreement and Jasper's standard [Terms of Service](#) may be modified by Jasper at any time, with or without prior notice to You. Amendments or modifications to this Agreement or the Terms of Service will be binding on You when they are sent to You via email, or are posted in the affiliate center. No amendment to this Agreement or the Terms of Service shall be valid unless prepared or signed by Jasper. Your continued acceptance of Commission or Bonus payments constitutes Your acceptance to any modifications or amendments to this Agreement and the Terms of Service.

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