

Maison Mills Affiliate Agreement

Please read the entire agreement carefully.

You may print this page for your records.

The Maison Mills Affiliate Program is a private affiliate network program exclusively owned, represented and organized by Jared Mills T/A Maison Mills, Australia, ABN-70080289742.

For any question or help, you may contact us at:

Contact e-mail: concierge@millsmaison.com

The Maison Mills Affiliate Program (the "Program") is a marketing program dedicated to the private influencers invited by Maison Mills which aims at attracting more traffic to the official Maison Mills's website www.millsmaison.com (the "Website") and increasing the direct sales to consumers made from the website.

Please note: The Maison Mills Affiliate Program is a closed affiliate program and is only available to those who are directly invited onto the program by Maison Mills (for more details, please see below).

When submitting the online application to become an affiliate, you will be requested to check the box provided on the Website, to confirm that you have read and understood the terms and conditions of this agreement and that you agree to be legally responsible for each and every term and condition.

You will also be requested to read and accept the Maison Mills Privacy Policy governing the use of the Program, which will be displayed on-screen when submitting your online application on the official Maison Mills web application page (please refer to Section 2. to see more information on this point).

1. Overview and definitions

This Agreement constitutes the entire agreement between you and Maison Mills and contains the complete terms and conditions that apply to you becoming an affiliate in Maison Mills Affiliate Program.

Please note that throughout this Agreement, "we," "us," and "our" refer to Maison Mills, and "you," "your," and "yours" refer to the affiliate.

"Affiliate" refers to private individuals and entities invited by Maison Mills and approved by Maison Mills to participate to the Maison Mills Affiliate Program under these Terms and Conditions via their websites, blogs, social media presence, agents or agencies, digital publishers and other content platforms.

"Commission Fees" or "Commissions" refer to the commission you will be paid by Maison Mills for each Qualified Purchase by a Referred Customer that you refer to MillsMaison.com under and in accordance with this Agreement.

"Qualified Purchase" - an authorized sale of Maison Mills products made on the Website (i.e. the official Maison Mills's website www.millsmaison.com) to a Referred Customer which meets the criteria set out in these terms.

"Referred Customer" refers to a customer purchasing Maison Mills products on the Website utilising the code issued to the affiliate.

"Code" refers to a series of characters provided to an affiliate for the purposes of tracking qualified purchases and referred customers when used by the customer during checkout.

Please note this program is applicable to Maison Mills products only (the "Product(s)").

2. Enrolment process

To begin the enrolment process, you will complete and submit the online application on the official Maison Mills web application page. We ask that you do not share or advertise the subscription link and in doing so we reserve the right to terminate your account. We may reject or cancel your application if we determine that your Site is unsuitable for our Program, including if it:

- Promotes sexually explicit materials
- Promotes violence
- Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Promotes illegal activities
- Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law
- Includes "Merchant" or variations or misspellings thereof in its domain name
- Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise appears objectionable to us in our sole discretion.
- Contains software downloads that potentially enable diversions of commission from other affiliates in our Program.

You may not create or design your Site, explicitly or implicitly in a manner which resembles our Website nor design your Site in a manner which leads customers to believe you are millsmaison.com or affiliated to Maison Mills in any manner.

All affiliate memberships are subject to Maison Mills's prior express approval.

Maison Mills reserves the right, without liability, to reject, omit or exclude any affiliate at any time, with or without notice and regardless of any previous conditions upon any breach of this Agreement, in particular if the affiliate acts in a way that could harm Maison Mills's brand image and/or reputation.

3. Affiliate Obligations

By using our Maison Mills Affiliate Program, you warrant that:

" You are 18 years of age and that there is no legal reason that You cannot enter into a binding agreement.

" You are the owner of your social media account(s)

" Your social media account, Site and/or newsletter do not violate any law or regulation.

" Your social media account, Site and/or newsletter do not contain misrepresentation or content that is defamatory or violates any rights of privacy or publicity.

" Your social media account, Site and or/newsletter do not and will not infringe any copyright, trademark, patent or other proprietary right.

" NOT ALLOWED: All other uses of banners or links, such as newsgroups, chat rooms, message boards, banner networks, counters, or guestbooks etc. are NOT allowed.

" Failure to abide by these rules could mean termination from Maison Mills Affiliate Program.

" Fraud is a serious offense and will be treated as such. Fraud is defined as any action that intentionally attempts to create sales or click-throughs using robots, scripts, or manually "refreshing" of pages, for the sole purpose of creating commissions.

Maison Mills reserves the right to revise any report made available to you at any time if we believe that the report contains an error or omission or otherwise requires an adjustment.

It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your content. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third-party rights.

You represent and agree to systematically and lawfully obtain all necessary consents from end users when collecting personal data from your Site(S) for the purpose of this affiliate agreement and transferring them to Maison Mills. Upon Maison Mills request, you shall furnish to Maison Mills proof of the applicable end users consent to such use of data and information, including consent to the use of tracking devices and cookies enabled by Maison Mills and you will take all steps reasonably requested by Maison Mills to ensure that You and Maison Mills fully complied with applicable data protection law, including Australian Privacy Law.

If you are operating your Site outside of Australia, you must ensure you abide by the local data protection, user consent and privacy laws applicable to that country, but please note that you remain subject to Australian Privacy Laws, and hereby are required to comply with them, if your Site received or targets visitors from Australia.

You agree not to hack, abuse, adversely interfere with, infect with viruses, worms or other malicious or destructive code, or use or cause to be used in extraordinary and unreasonable or inappropriate ways or amounts, any offerings, including any servers, bandwidth supply, equipment, software and other technological resources provided by Maison Mills Affiliate Program.

4. Maison Mills Rights and Obligations

We have the right to monitor your social media and Site(s) at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your social media and Site(s) that we feel should be made, or to make sure that your links to our Website are appropriate and to notify you of any changes that we feel should be made. If

you do not make the changes that we feel are necessary, we reserve the right to terminate your participation in the Maison Mills Affiliate Program.

Maison Mills reserves the right to terminate this Agreement and your participation in the Maison Mills Affiliate Program immediately and without notice to you should you commit fraud in your use of the Maison Mills Affiliate Program or should you abuse this Program in any way. If such fraud or abuse is detected, Maison Mills shall not be liable to you for any Commissions for such fraudulent sales.

This Agreement will begin upon our acceptance of your Affiliate application and will continue unless terminated hereunder.

5. Termination

Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party a reasonable prior written notice of at least fifteen (15) days. Written notice can be in the form of mail or email. In addition, and without prejudice to specific termination rights provided for in this Agreement, we may terminate this Agreement immediately upon any breach of this Agreement by you if this breach has not been remedied by you within ten (10) after receiving our written notice to remedy such breach. The termination of this Agreement shall be without prejudice to the non-breaching Party's right to claim for damages. Should you want to terminate this Agreement for any reason, please send us an email using the contact details provided in page 1 of this Agreement.

6. Modification

Under certain circumstances and under its sole discretion, Maison Mills reserves the right to notify You by e-mail. Modifications may include, but are not limited to, changes in the scope of available Commissions, Commission amounts/percentages, payment procedures, Commission Fee payment schedules, and Affiliate Program rules. If any modification is unacceptable to You, your only recourse is to terminate this Agreement and stop using the Affiliate Program. Your continued participation in the Affiliate Program following either Our posting of a change notice or new agreement on Our Website or the notification of the modification by email will constitute binding acceptance of the change.

7. Payment terms

You will receive a Commission for sending Referred Customers to our Website via your links and utilise your code during the transaction.

Commission fees will be processed approximately 15 to 30 days after the end of the month in which they accrue as set forth below.

Commission is due by Maison Mills to you when the total amount of the commissions made during the previous months' reaches \$50 AUD (Commission threshold, minimum commission amount to reach in order for Maison Mills to release payment) or more.

Money credited to your account does not accrue interest.

Maison Mills reserves the right to change the Commission threshold by amending this Agreement and will notify you with reasonable prior notice for any such amendment pursuant to the terms of Section 6 this Agreement.

If an order is later refunded to the customer or charged back by the customer, the Commission due to the affiliate will be deducted from the next payment sent to the Affiliate. Maison Mills is not responsible for any third-party fees charged by PayPal, bank or other financial institute used to receive Affiliate Commission Fees.

Maison Mills in its sole discretion, reserves the right to cancel or withhold for later review any Commission Fee, for:

1. Any sale which has not been in an approved status in good standing by our Website (for example in case of payment default by customer) for a period of at least thirty (30) days.
2. All commissions generated for sales that may be fraudulent, including but not limited to the use of software that generates real and fictitious information. If we deem orders to be fraudulent or see a pattern of potentially fraudulent activity, including, without limitation, where there are multiple accounts from the same customer, or referral of accounts which do not comply with this Agreement. We review account information (including site content) to assess referrals.
3. Altering Our Links in any way.
4. Referred Customers that have been offered or received coupons, refunds, credits or discounts from the Affiliate outside of those agreed to by Maison Mills.
5. Customers engaging in "Domain Speculation," which is determined by the identification of two (2) web hosting accounts with the same Referred Customer's name, email address, or other identifying characteristic as determined by Maison Mills and/or the identification of two (2) or more web hosting accounts that have no content on their websites or have similar content, templates or formatting, as determined by Maison Mills.
6. In the event of a paid partnership that has been mutually agreed outside of the Maison Mills Affiliate Program with an affiliate that is actively part of the Maison Mills Affiliate Program, we reserve the right to change or amend commission for the duration of the paid partnership.

It is your responsibility to monitor the payment, denial and withholding of Commission Fees. We are not obligated to actively notify you of the status of Commission Fees. If you have a question about a Commission Fee that has been cancelled or withheld, please contact us using the contact details provided in page 1 of this Agreement to discuss or reclaim the Commission Fee.

Any attempt by an Affiliate to manipulate, falsify or inflate Qualified Purchases or Commission Fees to intentionally defraud Maison Mills constitutes immediate grounds for

Maison Mills to terminate this Agreement and will result in forfeiture of any Commission Fees due to you.

In order to be paid, you must provide all necessary financial and tax information, including your Value Added Tax (VAT) and company registration numbers, if applicable. You acknowledge and agree that you have access to copies of all invoices issued by Maison Mills related to Maison Mills Affiliate Program. You acknowledge and agree that You retain full responsibility for: (a) fulfilling your obligations with respect to VAT, if applicable; (b) paying the VAT, if applicable, on the Commissions collected and paid to you (c) immediately reviewing all invoices and requesting copies of any reports or invoices not received from Maison Mills; (d) advising Maison Mills of any changes to your company's tax identification information; and (e) otherwise complying with all applicable tax laws, rules and regulations. Tax. You agree that you are solely responsible for any and all tax obligations, if any, due to all taxing authorities arising from or in connection with any Commission earned by you as a result of your participation in Maison Mills Affiliate Program.

Exchange Rate Risk. You will be paid in standard program currency and therefore final payment may be subject to currency fluctuations. The standard currency for the Program is \$AUD..

Commission is paid on net sales less VAT and less shipping and less returns.

Commission Fees shall be paid based on the current information in Your Affiliate profile.

Please notify us promptly of any change in your details by updating your profile information in the Affiliate console. We only pay Commission via Paypal or bank transfer. To qualify for payment, you will need to set up a Paypal account and/or provide correct bank details.

Please refer to PayPal's policy to ensure you are eligible to receive payment.

Maison Mills is not responsible for any third-party fees charged by PayPal, bank or other financial institute used to receive your Commission Fees.

Disputes: You may raise any objections to the content of the invoices issued in your name and on your behalf with Maison Mills within ten (10) days after the date of issue of the invoice, or within 45 days after the end of the month in which the sale or event that is disputed occurred. Disputes filed after 45 days of the date on which the Qualified Purchase occurred will not be accepted by Maison Mills and Affiliate forfeits forever any rights to a potential claim.

8. Promotion Restrictions

You are free to promote your own Sites, but naturally any promotion that mentions Maison Mills could be perceived by the public or the press as a joint effort.

You should know that certain forms of advertising are always prohibited by Maison Mills. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return

email address. You may use mailings to customers to promote Maison Mills so long as the recipient is already a customer or subscriber of your services or Site, and recipients have the option to remove themselves from future mailings.

Affiliates also must not send traffic through automatic redirects on a website page.

No Modification of Content. You may not modify, resize, reformat, edit or otherwise alter any content provided by Maison Mills Affiliate Program team and/or by Maison Mills in general unless expressly authorized by Maison Mills. In such event, any such modifications shall be strictly limited in accordance with such Maison Mills specific authorization.

At all times, you must clearly represent yourself and your Site as independent from Maison Mills. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the Maison Mills Affiliate Program. Any pending Commission owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

We do not allow any affiliates for any reason to bid on our brand terms for any paid search activity.

Brand + voucher code terms: Maison Mills will prohibit paid search activity on brand + voucher code terms. This covers all variations of millsmaison.com brand + voucher code keywords.

Paid Search. Maison Mills operates a strict policy on paid search activity. These Terms and Conditions are applicable on any ad platform, including, but not limited to search engines, content networks and social networking ad placements. Affiliates are not permitted to bid or appear on misspells or variations of Maison Mills brand searches. No affiliate is allowed to perform direct linking PPC activity to the millsmaison.com website, this includes using the millsmaison.com website as a display URL. Affiliates also must not send traffic through automatic redirects on a website page. Affiliates are not permitted to use the brand name (including misspells and variations) as a sub domain or sub folder. Anyone found infringing on these terms will be contacted by the Maison Mills Affiliate Team. Please note anyone found contravening these Terms and Conditions may have its Commissions declined and face suspension from the Programme.

For boosting on social posts, we may offer authorization by contacting Maison Mills. Affiliate shall not transmit any so-called "interstitials," "Parasiteware™," "Parasitic Marketing," "Shopping Assistance Application," "Toolbar Installations and/or Add-ons," "Shopping Wallets" or "deceptive pop-ups and/or pop-unders" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited the Website (i.e., no page from our Website or any Website's content or branding is visible on the end-user's screen). As used herein a. "Parasiteware™" and "Parasitic Marketing" shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non-affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies

to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of the Website in IFrames, hidden links and automatic pop ups that open millsmaison.com's site; (d) targets text on web sites, other than the Website, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on the Website.

9. Grant of Licenses

We grant to you a non-exclusive, non-transferable, revocable right to (i) access our Website through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of Maison Mills Affiliate Program and for the sole purpose of participating to the Maison Mills Affiliate Program.

Intellectual Property Rights Affiliates must respect the intellectual property rights of Maison Mills. These rights include trademarks and service marks, copyright and related rights, trade names and domain names, rights to goodwill or to use in passing off and rights in confidential information. Any infringement of these rights will lead to immediate termination of this Agreement by Maison Mills and removal from the Program.

Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

10. Disclaimer

Maison Mills makes no express or implied representations or warranties regarding Maison Mills service and web site or the products or services provided therein, any implied warranties of Maison Mills ability, fitness for a particular purpose, and non-infringement are expressly disclaimed and excluded. In addition, we make no representation that the operation of our website will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.

11. Representations and Warranties

You represent and warrant that:

This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;

You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

12. Indemnification

You hereby agree to indemnify and hold harmless Maison Mills, and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your Site, including, without limitation, content therein not attributable to us.

13. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

Maison Mills respects the privacy of its users and promises not to disclose personal or business information to third parties without the express permission of You and Your company. We will not sell Your name, e-mail address, phone number, or any other personal information to anyone else. We consider this information to be private, and it will remain as such. If You have any questions about Your privacy rights, please refer to our overall privacy policy and terms of service.

Use of Your Personal Information. Maison Mills and authorised affiliates may use your personal information (a) for the purpose of facilitating your participation in the Maison Mills Affiliate Program, which may include, indexing your name and relevant information about your business, to facilitate payments to you, to contact you generally regarding your use of the Program (and you agree to receive email and other communications regarding the program and your participation in the program).

Disclosure of Business Relationship. Nothing in this Agreement shall prevent Maison Mills from making any public or private statements about your business relationship with Maison Mills.

14. Miscellaneous

You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Maison Mills. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or otherwise, that reasonably would contradict anything in this Agreement. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

This Agreement shall be governed by and interpreted in accordance with the laws of Australia without regard to the conflicts of laws and principles thereof. Any dispute between you and us in connection with, relating to or arising out of this Agreement or the Maison Mills Affiliate Program shall be submitted to the competent courts within the jurisdiction of Australia.

You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

This Agreement represents the entire agreement between us and you and shall supersede all prior agreements and communications of the parties, oral or written.

The headings and titles contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.