



Affiliate Terms of Use

This Agreement contains the complete terms and conditions that apply to your participation as an Affiliate of the Warm Hearts Coffee Affiliate Marketing Program, and the establishment of hypertext links from your Website to www.warmheartscoffeeclub.com for the purpose of you earning Referral Commissions from Qualifying Purchases made by third parties who have navigated from your website to www.warmheartscoffeeclub.com via said hypertext links.

1. Definitions

As used in this Agreement, “we”, “us”, “Warm Hearts” or “Warm Hearts Coffee Club” means NPO Seibo, a Japanese registered non-profit organisation, and “you”, “your” or “Affiliate” means the affiliate. “Website” individually and collectively means your website and/or e-mail communications and/or software applications.

“Affiliate Marketing Program” means the program managed by or on behalf of Warm Hearts by which participating entities place links on their Website that connect to the www.warmheartscoffeeclub.com website and for which a referral fee is earned.

The terms “Successful Order”, “order”, “donation” used in this Agreement mean a www.warmheartscoffeeclub.com paid subscription purchased by users during a visit to www.warmheartscoffeeclub.com following navigation to the designated URL on www.warmheartscoffeeclub.com through a hypertext link from you under this Affiliate Marketing Program.

The terms “Referral Fee” or “commission” used in this Agreement mean moneys duly earned by, payable to, or previously paid to the Affiliate in regard to the 10% of orders received from successful order made at www.warmheartscoffeeclub.com under the terms of this Agreement and the Affiliate Marketing Program, and acknowledged as such by www.warmheartscoffeeclub.com at its sole discretion.

“Yen” means Japanese Yen

2. Term Of The Agreement

The term of this Agreement (the “Term”) will begin upon our acceptance of your application to enroll your site in the www.warmheartscoffeeclub.com Affiliate Marketing Program, such application signifying your acceptance of this Agreement.

The term shall be for a period of one (1) year from said acceptance, and shall automatically renew for successive one (1) year terms unless either Party gives thirty (30) days notice to the other that it intends not to renew the Agreement at the end of the current term.

3. Promotion

www.warmheartscoffeeclub.com will make available to you, or you will create, subject to our approval, a variety of graphic and textual links (the “Links” collectively, or “Link” individually) in order to link to www.warmheartscoffeeclub.com. You and we will cooperate in good faith to develop and implement such Links. Each Link will permit recipients to navigate directly to a page on the www.warmheartscoffeeclub.com website designated by us via a special tagged link format.



You will be responsible for integrating the Links into your site to properly enable sales tracking, and we will not be responsible for your failure to do so, including to the extent such failure may result in any reductions of amounts that would otherwise be paid to you under this Agreement.

4. Forbidden Actions

This Agreement will be terminated without notice if, in its sole discretion, warmheartscoffeeclub.com determines that the Affiliate has breached any or all of the following explicitly prohibited actions. THE AFFILIATE WILL FORFEIT ANY ACCUMULATED EARNINGS IF THE AGREEMENT IS TERMINATED UNDER THIS PROVISION.

Click Fraud: Affiliate shall not, either directly or indirectly, act, encourage or require users to click on links to warmheartscoffeeclub.com and/or generate clicks or orders through any means that could be reasonably interpreted as coercive, incentivized, misleading, malicious, or otherwise fraudulent.

Inappropriate Content: No Link will be placed on any page or screen that contains content that: incites, encourages, advocates or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; incites, encourages, advocates or promotes illegal activities including, but not limited to, violence against persons or property, terrorism, armed insurrection, piracy or treason; incites, encourages, advocates or promotes the sexual abuse or exploitation of children and minors; violates the intellectual property rights of third parties; or contains or promotes deceptive information.

Own Purchases: Affiliate shall not use their own affiliate link in order to receive commissions on their own purchases.

5. Commissions/Referral Fees

warmheartscoffeeclub.com will pay you a Referral Fee equal to 10% of any successful order through the affiliate referral link made at warmheartscoffeeclub.com.

Referral Fees will also be payable on subsequent subscription renewals made to customers during the Term of the agreement who previously made a successful subscription order through a hypertext link from you under this Affiliate Marketing Program.

You are only eligible to earn a Referral Fee on sales occurring during the Term for a maximum of 2 years from the initial order, and commissions earned through the date of termination will remain payable only if the product orders are not canceled. I

6. Payments

Referral fees will be paid on or about the 25th of each month. If during any calendar month referral fees do not exceed one thousand yen (1,000yen), then you may not receive payments until the following calendar month during which your aggregate referrals fees equal or exceed said amount or until the termination of this agreement, whichever occurs earlier.

No payment will be made to Affiliate for sales that result in refunds or returns and, at its own discretion, warmheartscoffeeclub.com may elect to withhold payment for a reasonable time to ensure against cancellations or refunds.

Payments shall be made in Japanese yen to the bank/post office account as nominated by the Affiliate in the name of the party and address provided by Affiliate. Affiliate shall be responsible for all taxes associated with the receipt of any payments

7. Representations and Warranties; Limitation of Liability

Each of us hereby represents and warrants that:

- it has full power and authority to enter into this Agreement and to perform its obligations hereunder;



warmheartscoffeeclub.com will remain solely responsible for the operation of the warmheartscoffeeclub.com website, and you will remain solely responsible for the operation of your site. Each party acknowledges that their respective sites may be subject to temporary downtime due to causes beyond their reasonable control subject to the specific terms of this Agreement, retains sole right and control over the programming, content and conduct of transactions over its respective site or service.

EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING (i) THE AMOUNT OF SALES THAT warmheartscoffeeclub.com MAY GENERATE DURING THE TERM, AND (ii) ANY ECONOMIC OR OTHER BENEFIT THAT THE OTHER PARTY MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT.

NEITHER warmheartscoffeeclub.com NOR AFFILIATE WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF THIS AGREEMENT. warmheartscoffeeclub.com's ENTIRE LIABILITY ARISING FROM THIS AGREEMENT WHETHER IN CONTRACT OR TORT, WILL NOT EXCEED THE AMOUNTS PAYABLE TO AFFILIATE HEREUNDER.

8. Fulfillment and Policy

warmheartscoffeeclub.com will be solely responsible for fulfilling all orders for its products and payment processing, and customers who buy products through the Affiliate Marketing Program will be deemed customers of warmheartscoffeeclub.com.

To protect the privacy of warmheartscoffeeclub.com's customers, the names of and other personally identifying information about customers will not be provided to you. All information about customers and users collected by warmheartscoffeeclub.com shall be owned solely and exclusively by warmheartscoffeeclub.com

All rules, policies, operating procedures and information concerning customer orders and sales will apply to those customers, including our rules of privacy and confidentiality. We may change our policies and operating procedures at any time, without notice.

9. Intellectual Property Rights

warmheartscoffeeclub.com hereby grants to you during the Term a non-exclusive, non-transferable, royalty-free license to establish hyperlinks between yours and our Web Sites and to use warmheartscoffeeclub.com's trade names, logos, trademarks and service marks (the "warmheartscoffeeclub.com Marks") on your site solely as is reasonably necessary to establish and promote such hyperlinks and to otherwise perform your obligations under this Agreement; provided, however, that any other promotional materials or usages containing any of the warmheartscoffeeclub.com Marks will be subject to warmheartscoffeeclub.com's prior written approval.

You hereby grant to warmheartscoffeeclub.com during the Term a non-exclusive, non-transferable, royalty-free license to establish hyperlinks between yours and our Websites and to use your trade names, logos, trademarks and service marks (the "Affiliate Marks") solely as is reasonably necessary to establish and promote such hyperlinks and to otherwise perform our obligations under this Agreement; provided, however, that any other promotional materials or usages containing any of the Affiliate Marks will be subject to your prior written approval.

Except as set forth above, you and we each reserve all right, title and interest in respective intellectual property rights (e.g., patents, copyrights, trade secrets, trademarks and other intellectual property rights). Use of the other's marks except as set forth herein is strictly prohibited.



11. Indemnification

We agree to indemnify, defend and hold harmless you and your affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorney's fees) relating to the operation of our site, a breach of our obligations under this Agreement, or the violation of any third party intellectual property rights of editorial content or other materials provided by us for display on your site.

You agree to indemnify, defend and hold harmless us and our affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorney's fees) relating to the operation of your site, a breach of your obligations under this Agreement, or the violation of any third party intellectual property rights of editorial content or other materials of your site.

12. General Provisions

- i. You and we will each monitor and periodically test the general availability and operation of our respective Website.
- ii. You and we are entering this Agreement as independent contractors, and nothing will be construed to create a partnership, agency, joint venture or employment relationship between you and us.
- iii. In its performance of this Agreement and in the operation each party's respective Websites, you and we each will comply with all applicable laws, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction. Without limiting the generality of the foregoing, you and we each will pay, collect and remit such taxes as may be imposed with respect to any compensation, royalties or transactions under this Agreement.
- iv. Neither you or we will be considered to be in breach of, or default under, this Agreement on account of any delay or failure to perform as a result of any causes or conditions that are beyond our respective reasonable control. If any force majeure event occurs, the affected party will give prompt written to the other and will use commercially reasonable efforts to minimize the impact of the event.
- v. You may not assign this Agreement, in whole or in part, 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.
- vi. The failure of either you or us to enforce any provision of this Agreement will not constitute a waiver of the right to subsequently enforce the provision. Any remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.
- vii. This Agreement represents the entire Agreement between you and us with respect to the subject matter hereof and supersedes any other oral or written agreements regarding such subject matter, and may be amended or modified only by a written instrument signed by a duly authorized agent of each party.
- viii. If any provision of this Agreement will be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement will not be affected and will remain in full force and effect.

13. Termination

Termination Without Cause: warmheartscoffeeclub.com may modify or terminate this Agreement without cause. Please note that warmheartscoffeeclub.com reserves the right to change any of the terms and conditions in this Agreement, including the payment terms described in herein, by posting a new agreement on the warmheartscoffeeclub.com website.



Termination For Cause: warmheartscoffeeclub.com may terminate this Agreement without notice if in its sole discretion it determines that Affiliate has breached the terms and conditions of this Agreement. AFFILIATE FORFEITS ANY ACCUMULATED EARNINGS IF AGREEMENT IS TERMINATED FOR CAUSE.

The Affiliate may terminate this Agreement, at any time, with or without cause, by giving at least seven days (7) days written notice of termination to warmheartscoffeeclub.com.

14. Jurisdiction

This Agreement has been made in and shall be construed and enforced in accordance with the laws of the Japan. Any action to arising hereunder will be brought in the Japanese courts

15. Service Of Notices

Any notices under this agreement will be given in writing. Notices may be given by electronic mail to info@warmheartscoffeeclub.com and will be deemed delivered and given for all purposes on the sent date, but only if the receiving party has confirmed its receipt by return electronic mail. Notices sent via traditional means will be sent via certified mail, return receipt requested, to Warm Hearts Coffee Club c/o NPO Seibo, Rm B 4th Floor Miyata Bldg, 2-23-7 Kouraku, Bunkyo-ku, Tokyo 112-0004