



Terms & Conditions – Affiliate Program

By signing up to be an affiliate in the AMAYEN Program (the “Program”) you agree to be bound by the following terms and conditions (the “Terms”). Please ensure that you read them carefully before signing up. These Terms are a legal agreement between Asia Design Consultant PLT a company registered in Chiang Mai, Thailand (“AMAYEN”, “we”, “us”) and You (the “Affiliate”, “you”).

We reserve the right to update and change the Terms from time to time without notice. Any amendments, modifications, enhancements or changes to the Program including the release of new features and resources made available by us from time to time shall be subject to these Terms. Continued use of the Program after any such changes shall constitute your consent to such changes.

Any violation of these Terms may result in, among other things, termination or suspension of your rights to be an Affiliate and forfeiture of any outstanding affiliate referral fee payments earned during the violation.

Account Registration & Terms

You must provide your legal full name, a valid email address, and any other information requested in order to complete the sign up process for an Affiliate account (“account”)

You must be 18 years of age or older to join this Program.

Each account is for use by either a single legal entity (e.g. a company or a partnership) or an individual user. We do not permit you to share your user name and password with any other person nor with multiple users on a network. Responsibility for the security of any user names and passwords issued (including those of any Invitees) rests with you.

You may not use the Program for any illegal or unauthorized purpose. You must not, in the use of the Program, violate any laws in your jurisdiction (including but not limited to copyright laws).

Referral Links & Promotion

Once you have signed up for the Program you will be provided with a URL link that must be used to identify you when placing a link from your site, email or other communications to the AMAYEN website (law-of-attraction-courses.amayen.com). It is your responsibility to ensure each such link is correctly formatted.

We may also provide graphical images that can be used within the links to promote AMAYEN courses. You may not modify these images in any way. We reserve the right to change the images at any time without notice.

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site

You may not use our name or graphics in any bulk email whatsoever unless we have given our advanced written consent. We may terminate the Agreement if any meaningful spam complaints naming us or our services result from your marketing activities.

You may not issue any press release with respect to this Agreement or your participation in the Program; such action may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, say you develop our Services, say you are part of AMAYEN, or express or imply any relationship between us and you or any other person or entity, except as expressly permitted by this Agreement.

Referral Fees

For the sale of a subscription to be eligible to earn a referral fee, the customer must click through a link from your site, email, or other communications to the AMAYEN website (law-of-attraction-courses.amayen.com) and sign up within 30 days of the initial click-through. If they fail to sign up within those 30 days and later return without following your link, you will not earn a referral fee.

We will only pay referral fees on links that are automatically tracked and reported by our systems. For our systems to track the referral, the visitor must have cookies enabled. We will not pay referral fees if someone says they signed up through you but it was not tracked by our system.

The referral fee is 20% of our revenue from customers that you refer. The referral fee will be credited to your Affiliate account once the customer pays their subscription. Referral fees are only earned if a customer makes a payment in full.



Payment

Accrued referral fees are paid via PayPal once per month; roughly 30 days after the previous month. For example: Commissions earned in May will be paid beginning of July.

Customer payments refunded or payments charged back due to credit card fraud do not qualify for referral fees. We may delay crediting of referral fees subject to risk analysis considerations and Anti-Money Laundering procedures.

A summary of sign-ups and statement of referral fees is available to the Affiliate by logging into their Affiliate account.

The referral fee structure is subject to change at our discretion.

We reserve the right to disqualify referral fees earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods.

All fees are exclusive of all taxes, charges, levies, assessments, and other fees of any kind imposed on your involvement in this Agreement and shall be the responsibility of, and payable by you.

We reserve the right to check and change commissions on the basis of orders actually paid, the notification e-mail is not understood as a confirmed commission - this is only a notification, and every payment will be verified based on real transactions.

Customer Definition

Every customer who buys a course through this program is deemed to be a customer of AMAYEN. Accordingly, all of our rules, policies and operating procedures concerning pricing, customer orders, customer service, and services sales will apply to those customers. We may change our policies and operating procedures at any time. AMAYEN is not responsible for any representations made by the Affiliate that contradict our rules, policies, or operating procedures.

Pricing & Availability

We will determine the prices to be charged for courses sold under this Program in accordance with our own pricing policies. Course prices and availability may vary from time to time. Because price changes may affect services that you have listed on your site, you should not display services prices on your site. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular service.

Copyrighted and Trademarked material

You are solely responsible for ensuring that your reviews, product descriptions, and articles (if applicable at your site) obey all applicable copyright, trademark, and other laws. AMAYEN will not be responsible if you use another party's copyrighted or trademarked material in violation of the law.

Term of the Agreement and Program

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. Notice by e-mail, to your address on our records, is considered sufficient notice to terminate this Agreement. AMAYEN reserves the right to end the Program at any time. Upon Program termination, AMAYEN will pay any legitimate outstanding earnings.

Termination

AMAYEN, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Program, or any other AMAYEN service, for any reason at any time. Such termination will result in the deactivation or deletion of your Affiliate Account, and the forfeiture and relinquishment of all potential or accrued referral fees in your Account if they were earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. AMAYEN reserves the right to refuse service to anyone for any reason at any time. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to the AMAYEN website and all our images and other materials provided under the Program

Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. 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.



Limitations of Liability

The Company and any of the Company's officers, directors, employees, shareholders, or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Program.

Nothing in this legal notice shall exclude or limit the Company's liability for:

- (a) death or personal injury caused by negligence
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

If your use of material provided under this Program results in the need for servicing, repair, or correction of equipment, software, or data, you assume all costs thereof.

Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach thereof), any transactions or activities under this Agreement, or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in Thailand.

Notice

All notices given by you to us must be given to AMAYEN at miguel@amayen.com. We may give notice to you at the e-mail address you provided to us when registering. Notice will be deemed received and properly served 24 hours after an e-mail is sent. In proving the service of any notice, it will be sufficient to prove in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

Events outside our control

We will not be liable or responsible for any failure to perform or delay in performance of, any of our obligations hereunder that is caused by events outside our reasonable control (a "Force Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs, or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disasters;
- (d) impossibility of the use of public or private telecommunications networks;
- (e) the acts, decrees, legislation, regulations or restrictions of any government.

Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event.

Waiver

If we fail, at any time to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled hereunder, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

**Severability**

If any of these Terms are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions, and provisions which will continue to be valid to the fullest extent permitted by law.

Entire agreement

These Terms and any document expressly referred to in it represents the entire agreement between us in relation to the use of the Program and supersedes any prior agreement, understanding, or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into these Terms, neither of us has relied on any representation, undertaking, or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these Terms except as expressly stated herein.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into these Terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

Governing law and jurisdiction

This legal notice shall be governed by and construed in accordance with Thai law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the Thai Courts.