

JamayaAI Affiliate Program Agreement

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This Affiliate Program Agreement (the "Agreement") is a formal and binding legal contract between MetasSV SAS de CV (operating as "JamayaAI"), located at CRIO LAS MUELUDAS, CTON EL JAGUEY, CONCHAGUA, LA UNION, EL SALVADOR 03107 (Telephone: +1 350 500 4441), and the individual or entity applying for participation in the affiliate program (the "Affiliate").

By applying for or participating in the JamayaAI Affiliate Program (the "Program"), the Affiliate agrees to be bound by the terms of this Agreement, which expressly incorporates by reference the **JamayaAI Terms of Service**, the **JamayaAI Privacy Policy**, and the **Data Processing Addendum (DPA)**. The "Effective Date" of this Agreement is the date the Affiliate is accepted into the Program.

1. Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1. **Affiliate Link:** The unique tracking URL(s) provided by JamayaAI to the Affiliate to track referrals.
2. **Commission:** The fee earned by the Affiliate for a Qualified Purchase, as calculated per the Program details.
3. **Creative:** Promotional materials, logos, brand assets, and tracking links provided by JamayaAI for use by the Affiliate.
4. **Program Policies:** The governing rules and guidelines for participation in the Program, including but not limited to the "Affiliate Program Policies" excerpted herein.
5. **Qualified Purchase:** A completed purchase of JamayaAI services by a new customer who clicked the Affiliate Link, completed the transaction, and maintained their account in good standing for a minimum of 45 days.

2. Enrollment and Participation Requirements

2.1 **Discretionary Acceptance:** JamayaAI reserves sole and absolute discretion regarding the acceptance or rejection of any Program application. Continued participation is contingent upon the Affiliate's ongoing compliance with all terms of this Agreement.

2.2 **Communication Consent:** By applying, the Affiliate provides express written consent to be contacted by JamayaAI via phone, text, or automated/AI-assisted systems for onboarding, administrative purposes, and program updates.

2.3 **Regulatory Representation:** The Affiliate represents and warrants that they are not currently, nor have they been within the past five (7) years, under investigation or subject to enforcement actions by the Federal Trade Commission (FTC), FCC, or similar international regulatory bodies. The Affiliate must notify JamayaAI at support@jamayaai.com within 24 hours should this status change.

3. Commission Structure and Payment Terms

3.1 **Qualified Purchase Verification:** A purchase is only considered "Qualified" once the referred account has remained in good standing for at least 45 days. JamayaAI is not responsible for tracking failures caused by improperly formatted links or for any tracking failures that result from a user clearing browser cookies, using private browsing modes, or other user actions that prevent the Affiliate Link from functioning.

3.2 **Payout Threshold and Schedule:** Commissions are calculated and paid on a monthly basis. Payouts will only be issued once the Affiliate's earned Commissions exceed a minimum threshold of \$50.00 USD. Balances below this threshold will carry over to the following month.

3.3 **Payment Requirements:** To receive payments, the Affiliate must maintain an active account with JamayaAI's designated payment provider, provide accurate tax information (including Tax ID/SSN/VAT), and maintain current contact information.

3.4 Chargebacks and Fraud: JamayaAI reserves the right to withhold or deduct commissions for transactions found to be fraudulent, unlawful, or in breach of this Agreement. Deductions will also be applied for customer cancellations, refunds, or reclaimed payments.

3.5 "No Sales, No Pay" Commitment Details: When promoting JamayaAI's "No Sales, No Pay" growth commitment, the Affiliate must accurately represent that monthly service payments for customers only trigger upon reaching the following specific milestones:

- A minimum of \$1,500 in sales generated in a single calendar month pays \$100; OR
- An accumulated sales volume of \$3,000 within a 2-month period pays \$200; OR
- An accumulated total of \$18,000 in sales generated within the first year of service pays \$1,200.

4. Affiliate Code of Conduct

The Affiliate must adhere to the following prohibitions to ensure Program integrity:

1. No Self-Referrals: Affiliates may not use their own Affiliate Link to purchase subscriptions for themselves or their own controlled entities.
2. Unethical Traffic: The use of "cookie-stuffing," pop-ups, or other fraudulent techniques to generate commissions is strictly prohibited.
3. Honest Marketing: Affiliates must not make misleading or exaggerated claims regarding JamayaAI products or the specific milestones of the "No Sales, No Pay" commitment.
4. Brand Integrity: Affiliates may not use "JamayaAI" or any confusingly similar terms in social media handles, domain names, or as part of their own business name.

5. Marketing Compliance and Regulatory Standards

5.1 FTC Disclosure Requirements: The Affiliate must provide a "clear and conspicuous" disclosure of their relationship with JamayaAI (e.g., "(Paid Link)") placed near any endorsement.

- Placement: Disclosures must be placed "above the fold" and before the first link or endorsement appears in the content.
- Social Media: Disclosures must appear at the beginning of captions, before any "read more" cut-off.
- Video/Audio: Disclosures must be made both audibly and visually (superimposed text) near the beginning of the content.

5.2 Email Marketing (CAN-SPAM): All marketing emails must include accurate headers, the Affiliate's physical address, and a functional opt-out mechanism. The Affiliate must identify themselves as the sender.

5.3 Telemarketing (TCPA): The Affiliate is strictly forbidden from making automated calls or sending marketing texts without obtaining "one-to-one" express written consent. The Affiliate is the sole "designated sender" and assumes all legal responsibility for such communications.

5.4 Sanctions and Export Controls: The Affiliate shall not market to any "Sanctioned Person" or "Sanctioned Countries" as defined by the U.S. Treasury's Office of Foreign Assets Control (OFAC). Affiliates are responsible for monitoring updates at <https://ofac.treasury.gov>.

6. Intellectual Property and AI Training

6.1 License Grant: JamayaAI grants the Affiliate a revocable, non-exclusive license to use JamayaAI Marks and Creative solely for Program participation. Marks must not be modified.

6.2 Affiliate Content License: The Affiliate grants JamayaAI a worldwide, royalty-free, perpetual license to use, display, and adapt any content created in connection with the Program ("Affiliate Content").

6.3 AI Training Limitation: This license includes the right for JamayaAI to use Affiliate Content to train or enhance JamayaAI's internal artificial intelligence (AI) systems and tools. JamayaAI expressly warrants that Affiliate Content will not be used to train generalized, public AI models.

7. Data Privacy and Security

7.1 Compliance: The Affiliate must comply with GDPR, CCPA, and all applicable data protection laws, maintaining their own published Privacy Policy that discloses their status as an independent affiliate.

7.2 Retention and Border Transfers: Personal data related to the Program shall not be retained longer than 90 days following termination. For cross-border data transfers, the Affiliate is responsible for implementing appropriate safeguards, such as Standard Contractual Clauses (SCCs).

7.3 Notification: The Affiliate must notify JamayaAI within 24 hours of receiving any privacy-related or promotional complaint at support@jamayaai.com.

8. Term, Termination, and Remedies

8.1 Termination: Either party may terminate for convenience with 30 days' written notice. JamayaAI may terminate immediately for cause, including fraud or violations of FTC, TCPA, or CAN-SPAM regulations.

8.2 Post-Termination: Upon termination, the Affiliate must immediately remove all Affiliate Links and JamayaAI Creative. No further commissions shall accrue.

9. Limitation of Liability and Indemnification

9.1 Indemnification: The Affiliate shall defend, indemnify, and hold JamayaAI harmless against all claims, damages, or costs (including legal fees) arising from the Affiliate's marketing activities, data breaches, or violations of law.

9.2 Liability Cap: JamayaAI's total aggregate liability is limited to the greater of \$1,500.00 USD or three (3) times the commissions paid to the Affiliate in the calendar month preceding the claim. Indirect or consequential damages are expressly excluded.

10. Governing Law and Dispute Resolution

10.1 Governing Law: This Agreement is governed by the laws of El Salvador.

10.2 Arbitration: All disputes shall be submitted to binding international arbitration under the rules of the International Chamber of Commerce (ICC), held in El Salvador.

10.3 Class Action Waiver: The Affiliate waives the right to participate in any class-action litigation or jury trials.

11. General Provisions

11.1 Non-Solicitation: The Affiliate shall not solicit for employment any JamayaAI employees or contractors during the term of this Agreement and for a period of twelve (12) months following termination.

11.2 Force Majeure: Neither party is liable for failures caused by natural disasters, war, or major internet backbone outages beyond reasonable control.

11.3 Entire Agreement: This document, alongside the referenced Terms of Service, Privacy Policy, and DPA, constitutes the entire agreement. The English version is the legally controlling version.

12. Signatures

****Jamaya Marketing Ltd****

By: *Juan Amaya*

Title: Director

Signature:



****Company Name****

By: * _____ *****

Title: _____

Signature: _____