

**KAKAKII AFFILIATE PROGRAM**  
**AGREEMENT TERMS AND CONDITIONS**

To participate in the Kakakii Affiliate program, you must agree to the following:

This Affiliate Agreement (the "Agreement") contains the complete terms and conditions between Kakakii, and You, regarding your application to participate as an affiliate of Kakakii ("Affiliate"), and the establishment of links from your website to our websites, Kakakii.com and its sub domains and services.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE KAKAKII AFFILIATE PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

**Kakakii's Affiliate Agreement Definitions**

- 1.1. "We", "Our", "Us", "Kakakii" means Kakakii International Ltd. and its affiliates.
- 1.2. "You", "Your" and "Affiliate(s)" means the business, individual or entity applying for participation in the Kakakii Affiliate Program, or that displays Our products, services and/or promotions on its website and/or through offline representation through the affiliate partnership programme in order to get remuneration from Kakakii for sales resulting from such display.
- 1.3. "Affiliate Program" means Kakakii's Affiliate program; opening your own shop on our website at: <https://kakakii.com>
- 1.4. "Affiliate Shop" means the Affiliate's shop on Kakakii which displays the affiliates own products and services.
- 1.5. "Kakakii Products" means products and services that are available for purchase through Kakakii.com.
- 1.6. "Cancelled Purchase" means any purchase refunded, cancelled, suspended or subject to chargeback.
- 1.7. "Commission Fees" or "Commissions" - Under the Affiliate Program, subject to the terms hereof, you will be paid a Commission Fee for each shop that you open in accordance with the minimum product under the Commission Plan chosen at the point of registration.
- 1.8. "Kakakii Marks" means, without limitation, Kakakii's trademarks, trade names, logos, copyrights, service marks, corporate names, and any other distinctive name or brand related to Kakakii, whether registered or not.
- 1.9. "Kakakii Shop" means any affiliate shop that you open on [www.Kakakii.com](http://www.Kakakii.com), their sub domains and/or any other website as may be added by Kakakii, at its sole discretion from time to time.
- 1.10. "Fraud" – means any activity generated at the Affiliate shop through illegal means or in bad faith to defraud Kakakii, regardless of whether or not it actually causes harm to Kakakii. Fraud includes but is not limited to spam, false advertising, listing prohibited items, purchases generated by stolen credit cards, collusion, manipulation of the services, system, bonuses or promotions not approved by Kakakii, offers to share the Affiliate Fee, directly or indirectly, with user and any other unauthorized use of any third party accounts, copyrights or trademarks.
- 1.11. "Intellectual Property Rights" or "IPR" means without limitation copyrights, trademark rights, patent rights, trade secrets, moral rights, right of publicity, author's right, contract and licensing rights, goodwill and all other intellectual property rights as may exist now/or hereafter come into existence and all renewals and extensions thereof, regardless such rights arise under the laws of the state of Israel or any other state, court and jurisdiction.

1.12. "Prohibited Activity" means any activity that involves, facilitates, advocates or promotes one or more of the following: (a) discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age, national origin or disability; (b) libellous, defamatory, obscene, pornographic, sexually explicit or abusive activities; (c) gambling or illegal substances; (d) sedition or illegal activities; (e) false or misleading advertising; or (e) a conflict or violation of any law, rule, regulation or any intellectual property or other rights of any person, party or entity.

1.13. "Referred User" means each new and unique User referred directly from Affiliate through a Code or Link provided by or approved by Us, which meets the criteria set forth in Section 4 hereof, who has opened an account on the Kakakii Site.

1.14. "Registration Form" means any and all order forms for enrollment, registration forms, or other signup or acceptance forms (whether online, paper, fax, or otherwise) submitted by You in order to enroll into Kakakii's Affiliate Program, or, as applicable, the Referred User to make a Qualified Purchase.

1.15. "Sponsored Link" means a link offered, created, or displayed for a fee or any commercial arrangement by any internet search engine, portal, sponsored advertising service or other search or referral service which uses search terms or key words to identify, draw attention to or direct internet traffic to an internet site.

1.16. "Term" means the term of this Agreement as detailed in Section 12 herein.

1.17. "Terms of Service" means Kakakii's terms of service applicable to all users, as amended from time to time, available at [https://www.kakakii.com/terms\\_of\\_service](https://www.kakakii.com/terms_of_service).

## **Requirements:**

### **2.1 Enrolment in the Kakakii Affiliate Network**

To begin the enrolment process, you must submit a completed Affiliate Registration Form. The Registration Form can be found at <https://affiliates.kakakii.com/login/>. Kakakii has sole discretion whether to approve or reject your enrolment to the Kakakii Affiliate Program.

If We agree to enrol You to Our Affiliate Program, at Our sole discretion, We will make available to You a variety of graphic and textual links and/or widgets and plug-ins (including, among other, links for referring other affiliates, each of these links, widgets and plug-in sometimes being referred to herein as "Links" or, individually, a "Link"), which are subject to the terms and conditions hereof. The Links will serve to identify Your as a member of the Kakakii Affiliate Program and will establish a Link from Your shop and our platform.

When you have completed Your initial Affiliate registration, you may proceed to open your vendor shop on [www.kakakii.com](http://www.kakakii.com). If you register as an affiliate but do not proceed to open a shop as a vendor, your registration will be deemed as incomplete.

### **3. Commission Determination**

3.1 Under the Affiliate Program, you will be paid a Commission Fee for meeting the minimum shop requirements in accordance with the affiliates plan that you choose. Every shop must meet the following criteria (the "Criteria"):

Every shop must be new and unique to Kakakii.

3.1.2 Each affiliate must register by completing and submitting the Registration Form using a valid and unique account and billing information.

3.1.3 Commissions will only be paid for meeting the minimum product requirements. However, affiliates can upload more than the minimum required.

3.14 An affiliate partner must not have been under suspension or seen to have prohibited our listing rules at the time of payment processing.

3.1.5 Every affiliate shop must be opened in a manner, which in Our sole judgment, definitively establishes that it is unique and not a copy or replica of other shops.

3.1.6 Any individual may not earn commission on more than two Affiliates account; if We deem that by omission or commission, an affiliate has more than two accounts, commissions will only be paid for the first two accounts.

3.1.7 Kakakii reserves the right to withhold initial Commission Fees for Affiliates who have accumulated commissions that are potentially fraudulent as determined by Kakakii in its sole discretion, in order to determine the legitimacy and cancellation rates of Referred Users.

3.1.8 Kakakii reserves the right to suspend payment of Commission Fees at any time and indefinitely, if it suspects fraud or Fraudulent activities or a potential breach of any of the terms in this Agreement by the Affiliate or a Referred User(s). Kakakii reserves the right to deduct from Affiliate's current and future Commission Fees all Commission Fees corresponding to any fraudulent, questionable, and cancelled Kakakii purchases. Where no subsequent Commission Fee is due and owing, Kakakii will send Affiliate a bill for the balance of such Commission set off upon termination of the Affiliate Program or termination of the Referred User

#### **4.1 Commission Fee Accrual and Payments**

4.1.1 Subject to the terms of this Agreement, we will pay a Commission Fee equal to the specified percentage or dollar amount in accordance with the Commission Plan with respect to Qualified Purchases, less any Cancelled Purchases. Commission Fees will be processed 30 days after the end of the month in which they accrued as set forth below, provided that Affiliate issues an invoice within 10 days from the end of that calendar month.

4.1.2 Affiliate Fees may be paid in non-USD currencies as may be determined by Kakakii, in accordance with Kakakii's policy and subject to applicable law. Charges for wires or conversion fees may be deducted from the Affiliate Fee in accordance with Kakakii's policy. Please note that Your Affiliate Commission balance is always derived from its USD value and, therefore, the foreign currency payment amount may change in accordance with the applicable exchange rates at the time of payment. Exchange rates are defined by: <https://openexchangerates.org/>.

4.1.3 Commissions will accrue and only become payable once (i) you provide all relevant, personal, tax and address information as may be requested in our application forms or subsequently.

#### **4.2 Commission Plan & Payment**

The Kakakii Affiliates program offers Commissions for every shop opened through our affiliate programme, as described in the Commission Plan, available at: <https://affiliates.kakakii.com> (the "Commission Plan"). Kakakii reserves the right to change the Commission Plan at any time and/or agree on special commission rates with certain Affiliates individually.

4.2.1.1 Commission Fees shall be paid based on the current information in Your Affiliate profile. It is your responsibility to notify us promptly of any change in your address by updating Your profile information.

4.2.1.2 Payment shall be made within 30 days of the end of the applicable calendar months for Commission due for such month.

## **5. Referred–Affiliates**

Subject to the Kakakii’s acceptance, Affiliate may refer third parties that were not already registered as Kakakii affiliates (each, a “Referred Affiliate”) by using a dedicated link or code provided by Kakakii for this purpose. The registration of a Referred Affiliate is subject to such Referred Affiliate accepting the Kakakii Affiliate Agreement and, upon registering, using the code or link.

### **5.1 Referred-Affiliate Commission:**

Affiliates will be entitled to a commission of \$50 for every affiliate referred. Such commission shall be paid to Affiliate under the terms of Section 4 above, and subject to all other terms and conditions in this Agreement.

### **5.2. Obligations Regarding Your Shop**

You will be solely responsible for opening, developing, operating, and maintaining Your Kakakii shop and for all contents that appear on it. Such responsibilities include, but are not limited to, the operation of Your shop and all related activities; sales, images, and descriptions; accuracy and propriety of materials posted on Your shop (including, but not limited to, all materials related to products and services); ensuring that materials posted on Your shop do not violate or infringe upon the rights of any third party and are not libellous or otherwise illegal. We disclaim all liability and responsibility for such matters and You shall indemnify Us for any and all claims, losses, suits, demands liabilities, costs or expenses howsoever arising due to any misappropriation, infringement of a third party right or violation.

You further represent, warrant, covenant and agree that You will not use your products and services or our website to engage in or promote any Prohibited Activity and undertake to comply will all state and federal laws, rules and regulation applicable to the operation of Your business.

## **6. Kakakii Responsibilities**

We will be responsible for providing all information necessary to allow You to maximum your sales from Your site to on our platform. Kakakii will be solely responsible for order processing of orders made on an Affiliates shop, including but not limited to payment processing, cancellations, refunds and related Kakakii service.

## **7. Policies and Pricing**

Buyers who purchase Kakakii products and services through your shop will be deemed to be Our Users. Accordingly, all of our rules, policies, and operating procedures concerning Kakakii orders, Kakakii service, and Kakakii sales will apply to those Users.

## **8. E-mails and Publicity**

11.1 You shall not create, publish, transmit or distribute, under any circumstances, any bulk electronic mail messages (also known as "SPAM"). Any email communication sent will be coordinated in writing with Kakakii including dates and amounts of emails to be sent.

Kakakii, in its sole discretion, reserves the right to reject each and every electronic mailing suggestion. The content of any e-mail message shall be subject to Section 11 below. Additionally, You may only send e-mails containing a Kakakii Affiliate link and or a message regarding Kakakii or Kakakii's Affiliate Program to person(s) who have been previously contacted and whom consented to receipt of e-mails from containing Kakakii information or information about the Kakakii Affiliate program. Failure by You to abide by this section, CAN-SPAM Act of 2003 or our Anti-Spam Policy, in any manner, will be deemed a material breach of this Agreement by You and foreclose any and all rights you may have to any commissions. In addition, if your account has excessive clicks in a very short

period of time as determined by Kakakii in its sole discretion, the Affiliate relationship may be terminated.