PIM Brands TikTok Shop Affiliate Program Terms and Conditions

1. Eligibility Requirements

- Participation is strictly limited to individuals who:
    - Are at least 18 years of age (or the age of majority in their jurisdiction, if higher).
    - Are U.S. residents, and legally permitted to participate under applicable laws and TikTok platform rules.
    - Have not been convicted of, or have pending charges for, any felony, or for crimes involving dishonesty, perjury, or moral turpitude, or have been found liable or entered judgments/settlements admitting to counterfeiting, IP infringement, or misappropriation of trade secrets.
    - Are not healthcare providers, including prescribers, non-prescribers, and licensed or registered dietitians.
- PIM Brands reserves the right to review all social content and public persona to ensure ongoing alignment with its values and program requirements.
- At any time and upon request, the creator must provide information to verify compliance with eligibility.
- All eligibility is subject to ongoing compliance with these Terms, any Creator Brief, applicable law, FTC guidelines, and TikTok's rules.

2. Relationship of Parties / Independent Contractor Status

- The relationship between PIM Brands and all creators under this program is that of independent contractors.
- Nothing in these Terms creates a partnership, joint venture, agency, franchise, sales representative, or employment relationship.
- Creators have no authority to represent or bind PIM Brands or its affiliates.
- All tax obligations, contributions, and expenses related to services are the creator's responsibility. Any personnel engaged are solely the creator's responsibility.

3. Creator Obligations and Content Standards

- Content must be original to the creator and not use generative artificial intelligence (GenAI) (e.g., ChatGPT, DALL-E, Copilot) unless PIM Brands expressly authorizes such use in writing.
- All content must adhere to:
    - FTC Guidelines on Endorsements, applicable laws, and TikTok Shop Creator Terms of Use.
    - Creator Brief(s) detailing specific content requirements, including any language, format, or placement instructions for posts and disclosures.
    - Content must be truthful, not misleading, and may not include prohibited claims (e.g., unsubstantiated health or superlative claims), unauthorized third-party IP, visually depict minors under 13, pets, celebrities, political/religious subject matter, unsafe behavior, or references to competitors.
    - All third parties shown, including for music, artwork, or tattoos, must provide written consent or license for use.
    - Posting should be in English unless prior PIM Brands approval is given.
- Prompt removal of program-related content must occur within 24 hours of PIM Brands' written request.

4. Disclosure Requirements

- Creators must make clear, conspicuous, and unambiguous disclosures of all material connections to PIM Brands in every post, in compliance with FTC endorsement guidelines and as further specified in the Creator Brief.
- Disclosures must:
    - Be easily understood, unavoidable, and placed at the very beginning of posts/captions (including live streams).
    - Use PIM Brands-provided language or pre-approved variants such as "Paid ad for PIM Brands," "This is a paid post for PIM Brands," or other required terms.
    - Appear in every piece of content, adjacent to affiliate links, and must not be disguised—disclosures limited to hashtags or bios are insufficient.
- All guidance in the Disclosure Obligations Rider (if attached) must be followed.

5. Commission and Compensation Terms

- Commission rates are determined by PIM Brands and communicated via the TikTok platform.
- Payments are processed by TikTok under TikTok Shop Terms.
- No warranties or representations are made regarding the amount of earnings.
- All related taxes, fees, and third-party payments are the creator's responsibility.
- If the creator breaches any Program terms, PIM Brands may instruct TikTok to withhold any further commission, irrespective of whether the breach directly impacts those earnings.

6. Content Ownership, License, Usage Rights

- The creator retains ownership of all content, granting PIM Brands, its affiliates, and agents a non-exclusive, royalty-free, perpetual, irrevocable, fully sub-licensable worldwide license to use, reproduce, adapt, publish, translate, create derivative works, distribute, perform and display, share, amplify, or repost Creator Content on any platform or media controlled by PIM Brands (including but not limited to TikTok, PIMBRANDS.com, other websites, and social channels).
- PIM Brands may use the creator's name, likeness, handle, profile, and persona in connection with content promotion and reposting.
- Inclusion of third-party intellectual property (music, videos, artwork, etc.) requires proper license/consent for commercial use.
- Upon request, creators must remove or permit PIM Brands to have removed all program-related content from platforms within 24 hours.

7. Confidentiality

- Creators must not use or disclose any confidential or trade secret information of PIM Brands, except as expressly permitted.
- This obligation applies to all program participation and content created for PIM Brands.

8. Non-Union/Collective Bargaining

- All program participation is on a non-union basis.
- Posts will not be produced under a collective bargaining agreement (including SAG-AFTRA) unless PIM Brands incorporates content into a commercial specifically

covered by such an agreement, in which case minimum scale and paperwork may apply per applicable union contract.

9. Modification of Terms

- PIM Brands may modify these Terms at any time by posting updated versions.
- Changes become effective upon posting. Continued program participation constitutes acceptance of modifications.
- If unacceptable, the creator's sole remedy is to terminate participation in the program.

10. Termination and Suspension

- PIM Brands may terminate or suspend a creator's participation at any time, for any or no reason, including breach of these terms, reputational harm, or termination of the Program.
- Creators may withdraw from the Program at any time by written notice or TikTok's platform procedures.
- Upon termination, no further commissions are paid, and PIM Brands may direct TikTok to remove or restrict creator content associated with the Program.

11. Remedies for Breach

- If a creator breaches these Terms, PIM Brands may direct TikTok to withhold commissions, require removal of content, or prohibit further participation. All such remedies are cumulative and additional to any other rights under law.

12. Indemnification

- Creators shall indemnify, defend, and hold harmless PIM Brands, its affiliates, and agents from all claims, damages, expenses, and losses (including attorneys' fees) arising from acts of negligence, breach, content or use of TikTok services, tax obligations, or failure to secure rights/consents.
- These obligations survive termination or expiration of the Program.

13. Limitation of Liability and Disclaimers

- NEITHER WE NOT ANY OF OUR AFFILLIATES OR LICENSORS WILL BE LIABLE FOR INDIRRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR ANY LOST REVENUE, PROFITS, DATA, GOODWILLM ARISING IN CONNECTION WITH THE PROGRAM. EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF

THOSE DAMAGES, FURTHER, OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THE PROGRAM WILL NOT EXCEED TO TOTAL COMMISSIO INCOME PAID OR PAYABLE TO THE CREATOR IN THE TWELEVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. YOU HEARBY WAIVE ANY RIGHT OR REMEDY IN EQUITY, INCLDUING THE RIGHT TO SEEK SPECIFIC PERFORMANCE, INJUSTIVE OR OTHER EQUITABLE RELIEF IN CONNECTION WITH THESE TERMS.

- NEITHER WE NOR ANY OF OUR AFFILLIATES OR LICENSORS MAKE ANY REPRESNETATION OR WARRANTY OF ANY KIND, WHETHER EXPRES, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PROGRAM, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, STATISTACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY LAW, CUSTOM, COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE ARE EXPRESSLY DISCLAIMED. ADDITIONALLY, NEITHER WE NOR ANY OF OUR AFFILLIATES OR LICENSORS WILL BE RESPOSBILE FOR ANY COMPENSATION WITH (1) ANY LOSS OF PROSPECTIVE COMMISSIONS, PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (2) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM, OR (3) ANY TERMINATION OR SUSPENSION OF YOUR PARTICIPATION IN THE PROGRAM. PIM BRANDS EXPRESSLY DISCLAIMS ANY WARRANTY, REPRESNENTTAION, OR COVENANY THAT WILL PROMOTE, BOOST, OR SHARE ANY CONTENT CREATED BY THE CREATOR
- These limitations do not apply to the extent prohibited by law, with specific carve-outs for New Jersey residents as required.

14. Dispute Resolution and Arbitration

- All disputes must be resolved by final, binding, individual arbitration administered by the American Arbitration Association (AAA) in accordance with its rules, to be held by teleconference or, upon request, in person in New York.
- The Federal Arbitration Act and the laws of the State of New Jersey govern arbitration and these Terms (except for New Jersey residents who have additional rights).
- No class, collective, consolidated, or representative claims are permitted in arbitration or litigation.
- A mandatory 60-day pre-arbitration written notice and negotiation period applies.
- Each party bears its own attorneys' fees unless otherwise ordered.

- Certain claims (e.g., IP, personal injury) may be brought outside arbitration only if specified by law.
- If the class-action waiver is found unenforceable, any such claims proceed only in court.
- All notices must be sent to PIM Brands, Inc. One PIM Plaza, Park Ridge, NJ 07656 legal@pimbrands.com.

15. Governing Law and Venue

- These Terms are governed by the Federal Arbitration Act and laws of the State of New Jersey (except for claims subject to Delaware or New Jersey law for specific legal requirements for residents).
- For non-arbitrable matters, exclusive jurisdiction is the state or federal courts in New Jersey.
- All claims must be brought within the earlier of one year (Mars standard) or two years (Mondelez standard), subject to any shorter limitation period under applicable law.

16. Miscellaneous

- Participation does not give the creator any authority to represent, bind, or act on behalf of PIM Brands.
- Any attempt to assign or transfer rights or obligations without PIM Brands' consent is void.
- If any provision of these Terms is held unenforceable, the remaining provisions remain in full effect.
- The amended Terms supersede all prior versions.