

By accepting this agreement and participating in the Fitness Anywhere Affiliate Program, you represent and warrant that during the term of this Agreement each of the following are true and that Fitness Anywhere, Inc. ("Fitness Anywhere") may rely on the accuracy of your representations to enter into an affiliate relationship with you:

1. You are over the age of 18
2. Your site does not and will not promote any form of illegal activity, violence or discrimination.
3. Your site does not and will not infringe on the copyrights, trademarks, or other rights of any other party.
4. Your site does not and will not make use of any form of unsolicited commercial e-mail ("spam").
5. You will not use the Fitness Anywhere Affiliate program for personal purchases made on www.fitnessanywhere.com. Orders will be reviewed and any personal transactions removed from payout eligibility.
6. You are not a vendor of Fitness Anywhere or an employee or family member of an employee of Fitness Anywhere.

Your Responsibilities:

You will be solely responsible for the development, operation and maintenance of your site and for all materials that appear on it, including, but not limited to, links between your site and Fitness Anywhere. You agree to indemnify and hold Fitness Anywhere harmless from all claims, damages and expenses (including, without limitation, reasonable attorney fees) relating to the development, operation, maintenance and contents of your site.

You will not bid against any Fitness Anywhere product and/or brand keywords or run, participate in or benefit from a Fitness Anywhere keyword product and/or brand ad campaign or counter-campaign. If you do, we will notify by email and that you must stop such campaign within 72 business hours. Failure to comply will exclude you from the Fitness Anywhere Affiliate Program and from the accrual of any commissions earned after commencement of the campaign. To have your account reactivated, you must email us stating which keyword ads/campaigns you discontinued and the date.

Fitness Anywhere's Responsibilities:

Fitness Anywhere will be responsible for providing all information necessary to allow you to make affiliate links from your site to Fitness Anywhere. Fitness Anywhere will be solely responsible for processing orders placed by customers following your affiliate link and for tracking the volume and amount of sales generated by your link. Fitness Anywhere will be responsible for order entry, payment processing, shipping, warehousing, cancellations, returns and related customer service inquiries.

Reservation of Rights:

Fitness Anywhere grants you a non-exclusive, non-transferable, revocable right to access our site through the links we provide and in connection with such links to use certain associated images, logos and trademarks of Fitness Anywhere and its distributed products for the sole purpose of promoting Fitness Anywhere on your site. These rights do not constitute any assignment or transfer of ownership interests, and you agree not to use these images, logos and trademarks for any purpose other than promoting Fitness Anywhere in your marketing efforts as more fully explained in the Fitness Anywhere Affiliate Marketing Guidelines which are incorporated by this reference as though fully set forth here. Please click [here](#) and read those guidelines carefully. You will be responsible for adhering to them.

Fitness Anywhere Affiliate Links:

Fitness Anywhere will make available to you a variety of graphic and textual links, which you may display in as many areas of your marketing efforts as you desire. These links identify you as a member of the Fitness Anywhere Affiliate Program and provide information that we use to track visitors that originate from your link. If you use our graphic links, you agree not to modify those graphic images nor substitute any other graphic image in their place without first receiving written permission from Fitness Anywhere. Fitness Anywhere has the right to freeze your affiliate account at any time for any reason. You may request a reason for any account freeze by emailing the Fitness Anywhere Affiliate Team at EMAIL ADDRESS.

Referral Fees/Commission Earned:

Each Affiliate is eligible to receive 15 percent cash commission OR a 25 percent store credit.

Personal orders placed using your Fitness Anywhere Affiliate link will not be credited to your commission at the end of the quarter. The Fitness Anywhere Affiliate Program is not intended for personal use by program participants. Orders will be reviewed and any personal transactions removed from payout eligibility.

Affiliate commissions are paid on a quarterly basis. Affiliate store credit will be provided in the form of a digital gift certificate delivered via email to the address on file from your Affiliate account. Commissions are paid by check and mailed to the address on file in your affiliate account.

Quarterly payouts will be processed and distributed on by the following dates:

- First quarter: Time period (January 1 – March 31); payout by April 15
- Second quarter: Time period (April 1 – June 30); payout by July 15
- Third quarter: Time period (July 1 – September 30); payout by October 15
- Fourth quarter: Time period (October 1 – December 31); payout by January 15

Still have questions? Email us at affiliate@fitnessanywhere.com

I have read and accept the terms of the Fitness Anywhere Affiliate Program. _____

I have read and accept the terms of the [Fitness Anywhere Affiliate Marketing Guidelines](#). _____