



# RTPR Affiliate and Wholesale Rewards Program Terms of Service

**RTPR LLC (RTPR)** – is a privately held Limited Liability Corporation registered in the State of Oklahoma

**Real Time Products (Products)** – Products manufactured and/or distributed by or for RTPR.

**Wholesale Customer** – is a company and/or individual who purchase products at wholesale prices to resell to retail customers.

- RTPR does not permit Wholesale Customers to sell products online unless they obtain express written permission from RTPR. This restriction includes but is not limited to eBay, Amazon.com, and Walmart.com.
- RTPR does not permit Wholesale Customers to sell products to individuals or companies that resell the product.

**Wholesale Rewards Members (Rewards Members)** – a company and/or individual that meets the definition of a Wholesale Customer and makes the required initial purchase to activate their account.

**Brand Ambassador** – is a Wholesale Customer that chooses to participate in RTPR's two-tier affiliate program.

**Affiliate** – is a person or business who promotes products on RTPR.com in exchange for a commission.

**Retail Customer** – a retail customer makes a retail purchase at RTPR.com.

**Rewards Points** – Brand Ambassadors earn Rewards Points from various activities and may use the Rewards Points they receive to purchase Real Time Products

**Rewards Points Redemption** – Brand Ambassadors redeem Rewards Points for the purchase of wholesale products at checkout when placing an order on RTPR.com or by phone.

**Commissions** – are paid on the 25<sup>th</sup> of the month for commissions earned in the previous months. The Commission structures and requirements are posted in the Affiliate and Brand Ambassador Back Offices.

**Full details of the RTPR Wholesale Rewards Program are located in the Brand Ambassador Backoffice.**

## Terms and Conditions

### Promotional Materials, Logos, Copyright and Trademarks, and Approved Rewards Members Marketing

**Guidelines** - Rewards Members are not permitted to create marketing materials or use the logos or trademarks of RTPR or the organizations that we sponsor. Exceptions to this restriction include only items available for purchase or download in the RTPR Wholesale Rewards Program Backoffice, or otherwise provided to them by RTPR or one of our approved licensees.



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## Online Sales and Marketing Policy:

- Rewards Members may use preapproved ads and/or Social Media Posts to direct customers to the Virtual Gift Card Activation Page.
- Rewards Members may request in writing to sell products on their website. If they receive written approval, Rewards Members must continue to abide by RTPR's MAP Policy – [Click Here](#)
- Rewards Members are NOT permitted to market or sell product online at any other site, including, but not limited to, Amazon.com, eBay and Walmart.com.
- Rewards Members who violate this provision of these Terms of Service agree to pay RTPR liquidated damages in the amount \$10,000 or 50% of all gross sales derived from Reward's Member's online sales, whichever amount is greater.

**Basic One Tier Affiliate Program** – RTPR offers a Free Version of the Affiliate Program, paying cash commissions on select products and promotions. Basic Affiliate cash commissions are paid on One Tier. Commission percentages are posted in the Affiliates Back Office.

**Brand Ambassador's Affiliate Program** – Is an Affiliate Program, paying cash commissions on no more than two tiers. Commission percentages are posted in the Brand Ambassador's Back Office.

**Networking Marketing – Multi-Level Marketing** – No elements of the Basic Affiliate Program or Brand Ambassador Affiliate Program pay more than two tiers, thus by the laws of the Federal Trade Commission these programs are not Networking Marketing or Multi-Level Marketing Programs.

**Brand Ambassador Annual Membership Fee** – The Annual Membership fee is \$100. RTPR provides numerous ways for a Affiliates to obtain free Membership.

**Monthly/Annual Purchase Requirement** – There is no monthly purchase required to remain a Wholesale Customer. Rewards Members must purchase \$200 or more in wholesale products within the 365 days to maintain their eligibility as Wholesale Customers.

**Right to Refuse Service** – RTPR reserves the right to refuse service to any Rewards Member who either violates these Terms of Service or is determined by RTPR Management to represent the RTPR brand in an inadequate or unprofessional manner.

**Anti-Stacking Rule** – The FTC requires that RTPR have an anti-stacking rule, since RTPR is in pre-launch RTPR reserves the right to add this rule within 120 days of the official program launch date – August 15, 2020. In the meantime Brand Ambassadors should not attempt to stack positions with non-active brand ambassadors to better their commission earnings.

**Video and Photography** - You grant RTPR LLC and its related companies' permission to use your likeness in photograph(s) or video(s) in any and all of its publications, including website entries, without payment or any other consideration. You understand and agree that these materials will become the property of RTPR LLC and its related companies. You irrevocably authorize RTPR LLC and its related companies to edit, alter, copy, exhibit, publish, or distribute these photos or videos for purposes of publicizing RTPR LLC and its related companies' programs, or for any other lawful purpose. Additionally, you waive the right to inspect or approve the finished product, including a written or electronic copy, wherein your likeness appears. You will hold harmless and release and forever discharge RTPR LLC and its related companies from all claims, demands, and causes of action which you or your heirs, representatives, executors, administrators, or any other persons acting on your behalf may pursue.

**Code of Conduct** – RTPR Rewards Members are required to operate their business in compliance with all federal, state, and local laws. RTPR Rewards Members will not disparage RTPR, other RTPR Rewards Members, or their businesses. Rewards Members will work in a spirit of cooperation with other RTPR Rewards Members regardless of organizational structure. Households are limited to 1 (one) Rewards Member Business unless RTPR Management receives and approves a special request for an exception to this policy. RTPR Rewards Members are independent contractors and will not represent themselves as employees or connected to RTPR Corporate.



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**Chargebacks and Disputes** – Any chargebacks or card disputes made directly with the credit card company on purchases from RTPR or associated programs will result in the immediate closure of the RTPR Rewards Member's account until the situation is appropriately resolved through the proper RTPR channels.

**Jurisdiction** – For any and all disputes from these terms and conditions the legal jurisdiction is with Oklahoma County Court in Oklahoma City, Oklahoma

**Local Sales Tax** – Is the sole responsibility of the Rewards Member. Some states may require Rewards Members to register as a business with their tax office to get a tax exemption when purchasing product. Idaho is the only state where this is currently required.

**Subject to change** – RTPR reserves the right to change or add to the terms and conditions of this agreement by posting the changes in Rewards Members' back office. Any such changes will not be retroactive.

**Annual Rewards Program Adjustments** – at the end of each Rewards Year (June 30) RTPR reserves the right to adjust the Rewards Point structure. Changes will be posted on or before June 1 of the same year (i.e. 30 days' notice).

**Buyout Option** – Starting on January 1, 2022, RTPR has the right to buyout any or all Brand Ambassadors for 3x-6x times the commissions earned through the two-tier affiliate program over the preceding 6 months. The base number for the buyout only includes commissions earned on customers who make their first purchase at RTPR.com after April 30, 2020 and large wholesale accounts established after March 30, 2020. The 3x-6x qualifications are determined by the explanation posted in the Affiliate and WRM Back Office.

**Errors and Omissions in relation to Presentations, Documentation, and Company Representatives** - If there is an error or omission in any RTPR Documents, Presentations, or other communications by RTPR representatives to Rewards Members, which conflict with the TOS, the TOS takes precedence and are the final and binding terms.

**Income Disclaimer** – No information contained in this document is to be interpreted or construed as a guarantee of your income (unless otherwise stated). Any income earned by you will depend upon many factors, including, but not limited to, your business acumen, training, dedicated effort, and your desire to succeed.