

# Terms of Service

Effective Date: March 4, 2025

Company: RODE Group, Inc. (hereinafter "the Company")

Address: RODE Group, Inc., 30 N Gould St Ste 35901, Sheridan, WY 82801, USA

Program: RODE LIFE Multi-Tier Affiliate Program (hereinafter "RODE MAP" or "the Program")

These Terms and Conditions (hereinafter "the Agreement") constitute a legally binding contract between you (hereinafter "the Affiliate") and RODE LIFE. By registering as an Affiliate and participating in the Program, you signify your acceptance of and agreement to be bound by the terms herein. You are advised to review this Agreement carefully prior to participation.

## 1. Term of Agreement

1.1 This Agreement shall commence upon the Affiliate's registration and acceptance into the Program and shall continue until terminated in accordance with Section 9.

## 2. Eligibility

2.1 To be eligible for participation in the Program, the Affiliate must:

(a) Be at least eighteen (18) years of age;

(b) Successfully complete the registration process, providing accurate and complete personal information as requested by the Company; and

(c) Remit an annual membership fee of USD 200 in the United States, EUR 200 in the European Union, or GBP 200 in the United Kingdom, renewable annually, as applicable based on the Affiliate's jurisdiction.

2.2 The Company reserves the sole and absolute right to refuse or terminate participation in the Program at its discretion.

## 3. Affiliate Membership and Benefits

3.1 Upon acceptance into the Program, the Affiliate shall be entitled to:

(a) Exclusive discounts on goods and services, including but not limited to dining, retail, travel, and entertainment, at over three hundred thousand (300,000) locations worldwide;

(b) Preferential pricing on travel-related services, encompassing hotels, flights, cruises, car rentals, and theme parks, across more than one million two hundred thousand (1,200,000) destinations;

(c) The opportunity to earn commissions through the RODE MAP by referring new members; and

(d) Access to proprietary Affiliate tools, including but not limited to personalized referral links, QR codes, marketing materials, and a real-time dashboard for monitoring referral activity and earnings.

## 4. Commission Structure

4.1 The RODE MAP operates a multi-tiered commission structure comprising four (4) levels, with commissions calculated as a percentage of the annual membership/renewal fee (USD 200 in the United States, EUR 200 in the European Union, or GBP 200 in the United Kingdom) paid by new members or renewed annually. These amounts are converted to USD at the prevailing exchange rate at the time of payment processing by PayPal, and all commissions are paid in USD as follows:

(a) Tier 1: The Affiliate shall earn 25% of the annual membership/renewal fee (e.g., USD 50, EUR 50, or GBP 50, converted to USD at the payment date's exchange rate) for each individual directly referred by the Affiliate who successfully enrolls as a RODE LIFE member;

(b) Tier 2: The Affiliate shall earn 10% of the annual membership/renewal fee (e.g., USD 20, EUR 20, or GBP 20, converted to USD at the payment date's exchange rate) for each referral made by an individual within the Affiliate's Tier 1 network;

(c) Tier 3: The Affiliate shall earn 10% of the annual membership/renewal fee (e.g., USD 20, EUR 20, or GBP 20, converted to USD at the payment date's exchange rate) for each referral made by an individual within the Affiliate's Tier 2 network;

(d) Tier 4: The Affiliate shall earn 5% of the annual membership/renewal fee (e.g., USD 10, EUR 10, or GBP 10, converted to USD at the payment date's exchange rate) for each referral made by an individual within the Affiliate's Tier 3 network;

(e) Renewals: The Affiliate shall earn recurring commissions on annual membership renewals within their referral network at the rates specified in subsections (a) through (d) [e.g., 25% of the annual membership/renewal fee (USD 50, EUR 50, or GBP 50) for Tier 1 renewals, 10% (USD 20, EUR 20, or GBP 20) for Tier 2 renewals, 10% (USD 20, EUR 20, or GBP 20) for Tier 3 renewals, 5% (USD 10, EUR 10, or GBP 10) for Tier 4 renewals, all converted to USD at the payment date's exchange rate].

4.2 No quotas, targets, or caps shall apply to the number of referrals an Affiliate may introduce.

## 5. Earning Potential

5.1 Earnings are contingent upon the size and activity of the Affiliate's referral network across four (4) levels. Illustrative examples, based on commissions derived from four (4) levels of referrals in USD, include:

(a) Referral of seven (7) individuals, each referring seven (7) additional members through four (4) levels, may yield annual earnings of approximately USD 32,200;

(b) Referral of ten (10) individuals, each referring ten (10) additional members through four (4) levels, may yield annual earnings of approximately USD 122,500.

5.2 The foregoing examples are hypothetical, based on USD values, and predicated on full participation and renewal across all four (4) levels. The Company makes no warranty or representation as to actual earnings, which may vary based on referral activity, renewals, and currency conversion rates at the time of payment.

## 6. Payment of Commissions

6.1 Commissions shall be remitted to the Affiliate on a monthly basis via PayPal in USD, with amounts determined by converting the local currency commission (USD, EUR, or GBP) to USD at the prevailing exchange rate on the payment processing date.

6.2 Payments shall encompass commissions earned on initial memberships and renewals within the Affiliate's network across four (4) levels.

6.3 In the event a referred member fails to renew their membership, the Affiliate's network shall automatically adjust, with the downline advancing one tier, potentially augmenting earnings from lower tiers.

6.4 The Company reserves the right to adjust or reclaim commissions paid in error or resulting from fraudulent activity, as determined in its sole discretion.

## 7. Promotion Guidelines

7.1 The Affiliate may promote their unique referral link or QR code through personal networks, social media platforms, or other lawful means.

7.2 Marketing materials provided by the Company may be utilized for promotional purposes.

7.3 The Affiliate shall not engage in spamming, misrepresentation, or any illegal or unethical promotional activities, which shall constitute grounds for immediate termination.

7.4 No obligation to sell products or services is imposed; the Affiliate's role is limited to sharing referral links or QR codes, with enrollment managed by the Company.

## **8. Global Participation**

8.1 The Affiliate may refer members from any jurisdiction in which the Company operates.

8.2 Commissions shall be calculated based on the annual membership/renewal fee (USD 200 in the United States, EUR 200 in the European Union, or GBP 200 in the United Kingdom) and disbursed via PayPal in USD after conversion at the payment date's exchange rate.

8.3 The Company is not liable for any losses or variations in commission value due to currency exchange rate fluctuations. Membership fees of EUR 200 in the European Union and GBP 200 in the United Kingdom are converted to USD based on the prevailing exchange rate at the time of payment processing by PayPal, and all commissions are paid in USD calculated from the equivalent local currency amounts at that time.

## **9. Business Discount Offers**

9.1 Affiliates operating a business may submit discount offers for inclusion on the RODE LIFE platform, subject to the Company's approval.

9.2 Such offers must conform to the Company's guidelines, and no fee shall be charged for this service.

## **10. Termination and Non-Renewal**

10.1 The Affiliate may terminate participation in the Program at any time by providing written notice to the Company. No refunds of the annual membership fee shall be issued.

10.2 In the event a referred member does not renew, the Affiliate shall continue to earn commissions from the remaining active network across the four (4) levels.

10.3 Should the Affiliate fail to renew their membership by remitting the annual membership fee of USD 200 in the United States, EUR 200 in the European Union, or GBP 200 in the United Kingdom, as applicable, the Affiliate shall forfeit all future earnings from their referral group, their position in the Program shall terminate, and any members within their group shall advance to the next active affiliate in the network.

10.4 The Company reserves the right to terminate the Affiliate's participation with immediate effect for breach of this Agreement, fraudulent conduct, or actions deemed detrimental to the Program.

## **11. No Pyramid Scheme**

11.1 The Program is not a pyramid scheme. Compensation is derived from bona fide savings and benefits provided to members, with commissions funded by reallocating marketing expenditures rather than third-party entities.

## **12. Affiliate Status and Responsibilities**

12.1 The Affiliate shall act as an independent contractor and not as an employee, agent, or representative of the Company.

12.2 The Affiliate shall bear sole responsibility for any taxes, fees, or liabilities arising from earnings, pursuant to applicable local laws.

12.3 The Company shall not be liable for lost earnings due to technical failures, non-renewals, or the Affiliate's failure to promote.

## **13. Tools and Support**

13.1 The Company shall provide:

- (a) A real-time dashboard for tracking referrals, earnings, and renewals across four (4) levels;
- (b) Marketing assets and Affiliate tools to facilitate promotion; and
- (c) Ongoing support to ensure operational efficacy.

## **14. Compliance with Laws**

14.1 The Affiliate shall comply with all applicable local, state, national, and international laws, including but not limited to those related to advertising, taxation, consumer protection, and data protection, in connection with their participation in the Program.

## **15. Limitation of Liability**

15.1 The Company shall not be liable for any indirect, incidental, special, or consequential damages arising from participation in the Program.

15.2 The Program is offered "as is," and no guarantee of earnings is provided.

## **16. Errors and Omissions**

16.1 The Company shall not be liable for errors or omissions in the administration of the Program, including but not limited to inaccuracies in referral tracking, commission calculations, or Website functionality, unless caused by the Company's gross negligence or willful misconduct.

16.2 The Affiliate shall promptly notify the Company of any suspected errors or discrepancies in commission payments or Program operations, and the Company shall have a reasonable period to investigate and correct such issues, if warranted, at its sole discretion.

## **17. Amendments**

17.1 The Company reserves the right to amend this Agreement at its sole discretion, at any time, and without prior notice to the Affiliate. Continued participation in the Program following such amendments shall constitute the Affiliate's acceptance of the revised terms.

## **18. Governing Law and Dispute Resolution**

18.1 This Agreement shall be governed by and construed in accordance with the laws of Wyoming, USA.

18.2 Arbitration: Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, breach, or termination, shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall be conducted in Sheridan, Wyoming, USA, by a single arbitrator, and the proceedings shall be conducted in English. The arbitrator's award shall be final and binding, and judgment on the award may be entered in any court having jurisdiction.

18.3 Court Jurisdiction: If arbitration is deemed unenforceable or if either party seeks injunctive relief or enforcement of an arbitration award, such actions shall be subject to the exclusive jurisdiction of the courts in Wyoming, USA.

18.4 Each party shall bear its own costs and attorney's fees related to arbitration or litigation, unless otherwise determined by the arbitrator or court.

## **19. Anti-Fraud Rules**

19.1 The Affiliate shall not engage in any fraudulent activities related to the Program, including but not limited to: (a) creating fake referrals or accounts to inflate commissions; (b) misrepresenting the Program's benefits,

terms, or earnings potential to prospective members; (c) manipulating referral links or tracking systems; or (d) using automated means (e.g., bots) to generate referrals.

19.2 Any violation of this section shall constitute grounds for immediate termination of the Affiliate's participation, forfeiture of all earned and pending commissions, and potential legal action by the Company to recover damages or fraudulent gains.

19.3 The Company reserves the right to investigate suspected fraud and withhold payments pending such investigation.

## **20. Indemnification**

20.1 The Affiliate agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from the Affiliate's breach of this Agreement, violation of applicable laws, or actions related to their participation in the Program.

## **21. Confidentiality**

21.1 The Affiliate acknowledges that any proprietary information, including but not limited to referral links, marketing materials, dashboard data, and business strategies provided by the Company (collectively, "Confidential Information"), is confidential and proprietary to the Company.

21.2 The Affiliate agrees not to disclose, reproduce, or use Confidential Information for any purpose other than participation in the Program, without the prior written consent of the Company, except as required by law.

21.3 This obligation shall survive the termination of the Affiliate's participation in the Program.

## **22. Intellectual Property**

22.1 All intellectual property rights in the Program, including but not limited to the RODE LIFE name, logo, marketing materials, and Website content, are owned by the Company or its licensors.

22.2 The Affiliate is granted a limited, non-exclusive, non-transferable, revocable license to use such intellectual property solely for the purpose of promoting the Program in accordance with this Agreement.

22.3 The Affiliate shall not modify, create derivative works from, or claim ownership of any Company intellectual property, and all rights not expressly granted herein are reserved by the Company.

## **23. Website Terms of Use**

23.1 Access and Use: The Affiliate's use of any website, affiliate portal, or online platform provided by the Company (collectively, "the Website") in connection with the Program is subject to this Agreement and the Company's Privacy Policy, available via the affiliate portal. The Affiliate agrees to use the Website solely for purposes related to participation in the Program and in accordance with all applicable laws.

23.2 Prohibited Activities: The Affiliate shall not: (a) attempt to gain unauthorized access to the Website or its systems; (b) use the Website to transmit malware, viruses, or harmful code; (c) engage in data scraping, harvesting, or similar activities; or (d) otherwise interfere with the Website's functionality or security.

23.3 Ownership: All content, features, and intellectual property on the Website, including but not limited to text, graphics, software, and data, are owned by the Company or its licensors and are protected by applicable laws. The Affiliate is granted a limited, non-exclusive, revocable license to access the Website solely for Program-related activities.

23.4 Availability: The Company does not guarantee uninterrupted or error-free access to the Website and shall not be liable for any loss or delay caused by technical issues, maintenance, or downtime beyond its reasonable control.

23.5 Termination of Access: The Company reserves the right to suspend or terminate the Affiliate's access to the Website at its sole discretion, with or without cause, and without prior notice.

## **24. Privacy and Data Protection**

24.1 The Affiliate shall handle any personal data obtained through the Program, including but not limited to referral information, in accordance with applicable data protection laws (e.g., GDPR, CCPA) and the Company's Privacy Policy.

24.2 The Affiliate shall not use, disclose, or process such data for any purpose other than fulfilling their obligations under this Agreement, unless required by law.

## **25. Force Majeure**

25.1 The Company shall not be liable for any failure or delay in performing its obligations under this Agreement, including but not limited to the provision of tools, payment of commissions, or Website access, if such failure or delay is caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, cyberattacks, labor disputes, or governmental actions (collectively, "Force Majeure Events").

25.2 In the event of a Force Majeure Event, the Company's obligations shall be suspended for the duration of the event, and it shall resume performance as soon as reasonably practicable.

## **26. Non-Solicitation**

26.1 During the term of this Agreement and for a period of one (1) year following termination, the Affiliate shall not, directly or indirectly, solicit or recruit the Company's employees, other Affiliates, or referred members for any competing business, program, or employment opportunity.

## **27. Assignment**

27.1 The Affiliate may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.

27.2 The Company may assign or transfer this Agreement, in whole or in part, at its sole discretion, to any affiliate, successor, or third party.

## **28. Third-Party Beneficiaries**

28.1 This Agreement is solely for the benefit of the Company and the Affiliate and does not confer any rights, benefits, or remedies upon any third party, including referred members.

## **29. Severability**

29.1 If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect as if the invalid, illegal, or unenforceable provision had not been included herein.

## **30. Waiver**

30.1 No failure or delay by the Company in exercising any right, power, or remedy under this Agreement shall constitute a waiver of that right, power, or remedy, nor shall any single or partial exercise thereof preclude any further exercise of that or any other right, power, or remedy.

## **31. Entire Agreement**

31.1 This Agreement constitutes the entire understanding between the Company and the Affiliate with respect to the Program and supersedes all prior agreements, negotiations, or understandings, whether written or oral.

## **32. Notices**

32.1 All notices required or permitted under this Agreement shall be in writing and deemed effectively given when delivered via email to [legals@rodelife.com](mailto:legals@rodelife.com) for the Company and to the Affiliate's email address provided during registration, or by certified mail, return receipt requested, to the addresses provided herein. Notices sent by email shall be deemed received on the date sent, and notices sent by mail shall be deemed received three (3) business days after posting.

## **33. Contact Information**

33.1 For inquiries or assistance, the Affiliate may contact the Company via the affiliate portal, by mail at RODE Group, Inc., 30 N Gould St. Suite 35901, Sheridan, WY 82801, USA, or by email at [legals@rodelife.com](mailto:legals@rodelife.com).