

# Muscle Nation Affiliate Programme

## Terms & Conditions

These Terms and Conditions were last updated on and are effective as of March 13, 2026.

### A. Overview

This Agreement describes and provides the terms and conditions (the “Terms”) that govern and apply to your participation in Muscle Nation Webstore Pty Ltd’s (the “Company”, “we”, “us” or “our”) Affiliate Program (the “Program”).

You may only participate in the Program if you are eighteen (18) years of age, or older. By participating in the Program, you represent and warrant that you are at least eighteen (18) years of age. If you misrepresent your age, the Company reserves the right to immediately terminate your account and forfeit all unpaid commissions, without liability to you.

You agree that your participation in the Program shall constitute express consent to these Terms.

**FAILURE TO COMPLY WITH THESE TERMS WILL RESULT IN IMMEDIATE TERMINATION OF YOUR AFFILIATE ACCOUNT AND ALL RELATED PRIVILEGES. IN THE EVENT OF TERMINATION FOR BREACH, THE COMPANY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO FORFEIT SOME OR ALL UNPAID COMMISSIONS EARNED THROUGH YOUR PARTICIPATION IN THE PROGRAM, HAVING REGARD TO THE NATURE AND SEVERITY OF THE BREACH. THE COMPANY WILL NOTIFY YOU IN WRITING OF ANY DECISION TO FORFEIT COMMISSIONS.**

Muscle Nation further reserves its right to pursue any and all claims, legal and equitable, that may result from any violation of these Terms.

Muscle Nation expressly reserves the right to modify, amend, or update these Terms at any time and for any reason, at its sole discretion, with or without prior notice to you. Any such modifications will be effective immediately upon posting. It is your responsibility to review these Terms periodically. Your continued participation in the Program following any modification shall constitute your acceptance of the updated Terms.

This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland in respect of any dispute or claim arising out of or in connection with this Agreement.

To contact us about any of the matters addressed in these Terms, including to ask questions or to provide comments about these Terms, you may contact us by email at [affiliate@musclenationofficial.com](mailto:affiliate@musclenationofficial.com).

### B. Your Affiliate Link and Commission

Muscle Nation reserves sole and exclusive discretion over the approval, acceptance, and/or rejection of any and all applications to join or otherwise participate in the Program. Muscle Nation is under no obligation to provide reasons for the rejection of any application.

You may only participate in the Program if you are eighteen (18) years of age, or older. By applying for and/or participating in the Program, you expressly represent and warrant that you meet this age requirement.

**YOU ARE ONLY PERMITTED TO APPLY FOR AND USE ONE AFFILIATE LINK. APPLICATION FOR MORE THAN A SINGLE AFFILIATE LINK, PER PERSON, IS GROUNDS FOR IMMEDIATE TERMINATION AND CONSTITUTES SUFFICIENT GROUNDS FOR FORFEITURE OF SOME OR ALL UNPAID COMMISSIONS EARNED THROUGH YOUR PARTICIPATION IN THE AFFILIATE PROGRAM, AT THE COMPANY'S SOLE DISCRETION.**

If you wish for Muscle Nation to deactivate an Affiliate Link that you have previously applied for and that has been approved, for any reason (including, but not limited to, your desire to apply for a new Affiliate Link), you may send a request to [affiliate@musclenationofficial.com](mailto:affiliate@musclenationofficial.com). Deactivation requests will be processed within a reasonable timeframe, and any commissions earned prior to deactivation will be handled in accordance with the payment terms set out in these Terms.

Upon acceptance of your application to participate in Muscle Nation's Affiliate Program, Muscle Nation will provide you with a unique Affiliate Link that you can use – in compliance with these Terms – to earn ten percent (10%) of the Gross Revenue received by Muscle Nation for purchases of Muscle Nation merchandise through [www.musclenation.org](http://www.musclenation.org) made using your Affiliate Link (or that are otherwise directly attributable to your Affiliate Link) (the "Commission").

"Gross Revenue," as used and referred to in this section, refers to the amount actually paid by a customer for the purchase of Muscle Nation merchandise, and does not include any charges for shipping, sales tax, duties, or any other similar charges levied on the customer at the time of purchase. Commissions are not payable on orders that are subsequently cancelled, refunded, or charged back.

Commissions are tracked using cookies associated with your Affiliate Link. The attribution window and cookie duration are set out in Section C (Tracking and Attribution) of these Terms. Muscle Nation does not guarantee the accuracy of third-party tracking and shall not be liable for any commissions lost due to a customer's browser settings, ad blockers, or other technical factors outside of Muscle Nation's reasonable control.

Muscle Nation shall pay the Commission to you in accordance with its then-applicable payment policies and practices, as set out in Section C (Payment Terms) of these Terms. Muscle Nation expressly reserves the right to modify its payment policies and practices at any time, in its sole discretion, in accordance with the modification provisions set out in Section A (Overview) of these Terms.

You hereby acknowledge the sufficiency of the Commission in exchange for your participation in the Program, and that you shall have no entitlement to any consideration or commission, whether in cash or equity, other than the Commission as defined in these Terms. No other fees, bonuses, or compensation will be payable unless expressly agreed in writing by Muscle Nation.

## **C. Tracking and Attribution**

Muscle Nation tracks affiliate referrals and attributable purchases using cookies and/or tracking parameters embedded in your unique Affiliate Link. When a customer clicks your Affiliate Link, a cookie is placed on that customer's browser to record the referral. Muscle Nation's affiliate tracking is facilitated through its Shopify store platform and associated affiliate tracking tools.

The attribution window for your Affiliate Link is thirty (30) days from the date on which a customer first clicks your Affiliate Link (the "Attribution Window"). A Commission will only be payable where a qualifying purchase is completed within the Attribution Window. Purchases made after the expiry of the Attribution Window will not be attributed to your Affiliate Link and no Commission will be payable in respect of such purchases.

Muscle Nation uses a last-click attribution model. This means that where a customer has clicked multiple affiliate links prior to making a purchase, the Commission will be attributed solely to the affiliate whose link was clicked most recently before the purchase was completed. No Commission will be payable to any other affiliate whose link was clicked earlier in the same customer journey.

If a customer clicks another affiliate's link after clicking yours, the attribution cookie may be overwritten and the resulting Commission may be attributed to the other affiliate. Muscle Nation accepts no liability for commissions lost as a result of cookie overwrites.

The accuracy of affiliate tracking may be affected by factors outside of Muscle Nation's reasonable control, including but not limited to a customer's use of ad-blocking software, private browsing or incognito mode, browser settings that restrict or delete cookies, or the use of multiple devices. Muscle Nation does not guarantee that all referrals will be tracked and shall not be liable for any Commission lost due to such technical factors.

If you believe there is a discrepancy in your tracked referrals or Commission calculations, you must notify Muscle Nation in writing at [affiliate@musclenationofficial.com](mailto:affiliate@musclenationofficial.com) within thirty (30) days of the date on which the relevant transaction occurred. Muscle Nation will review the dispute in good faith, however its determination shall be final. Disputes raised outside of this timeframe will not be considered.

Any attempt to artificially inflate referral counts, manipulate tracking data, generate false clicks, or otherwise interfere with Muscle Nation's tracking systems is strictly prohibited and will constitute grounds for immediate termination of your Affiliate Account and forfeiture of all unpaid commissions, in addition to any other remedies available to Muscle Nation.

Muscle Nation expressly reserves the right to modify its tracking and attribution methods, tools, attribution window, and/or attribution model at any time, in its sole discretion. Any such changes will be communicated via Discord and/or Growi in accordance with Section A (Overview) of these Terms.

## **D. Permitted Uses of Your Affiliate Link**

Muscle Nation provides programme guidance, updates, announcements, and communications regarding permitted usage of your Affiliate Link exclusively through Discord. Upon acceptance

into the Program, you will be invited to join the Muscle Nation Affiliate Discord server by a Company representative.

As Discord is the sole channel through which programme communications are distributed, you are strongly encouraged to join and actively monitor the Muscle Nation Affiliate Discord server. You shall be presumed to be, and held responsible for being, familiar with all guidance, updates, and announcements posted on Discord – whether or not you actually access such materials or participate in programme activities publicised and conducted on that platform. Muscle Nation accepts no responsibility for any missed communications resulting from your failure to join or monitor the Discord server.

Your Affiliate Link, programme resources, commission details, and related materials are accessible via Growi, Muscle Nation's affiliate resource platform. Access to Growi will be provided upon acceptance into the Program. It is your responsibility to regularly review your Growi dashboard for updates to your Affiliate Link, commission reports, and any other programme materials.

For questions or concerns regarding the Program, your Affiliate Link, or any related matters, you may contact Muscle Nation by email at [affiliate@musclenationofficial.com](mailto:affiliate@musclenationofficial.com). Please note that programme announcements and updates will not be communicated via email, and it is your responsibility to stay informed through Discord and Growi.

Your Affiliate Link may only be used in accordance with these Terms and any guidance issued by Muscle Nation via Discord or Growi from time to time. Permitted uses of your Affiliate Link include sharing it on your personal social media accounts, website, blog, or other owned digital channels, provided that such use complies with all applicable laws, platform terms of service, and the requirements set out in these Terms.

You are required to clearly and conspicuously disclose your affiliate relationship with Muscle Nation whenever you share your Affiliate Link or promote Muscle Nation products. This disclosure must comply with all applicable laws and regulations, including the Australian Competition and Consumer Commission (ACCC) guidelines on endorsements and testimonials, and any relevant platform-specific disclosure requirements.

Muscle Nation expressly reserves the right to modify its policies and practices regarding permitted usage of Affiliate Links at any time, in its sole discretion, with or without advance or written notice. Updated guidance will be posted on Discord and/or Growi, and it is your responsibility to remain informed of any such changes.

## **E. Prohibited Uses of Your Affiliate Link**

Muscle Nation provides regular guidance and updates regarding prohibited uses of your Affiliate Link via Discord and Growi. As set out in Section C (Permitted Uses of Your Affiliate Link), you are strongly encouraged to actively monitor these platforms and shall be presumed to be familiar with all guidance and updates posted there, whether or not you actually access such materials.

Current guidance for prohibited uses of your Affiliate Link includes, but is not limited to, the following. You must NOT:

- Reuse, repurpose, or reproduce Muscle Nation's (or another Muscle Nation affiliate's) original content, creative assets, images, videos, or copy for your own purposes without prior written consent from Muscle Nation.
- Share your Affiliate Link on public websites, forums, or aggregator platforms, including but not limited to Reddit, Google, coupon code sites, deal sites, or any similar platforms.
- Bid on Muscle Nation's brand terms, trademarks, or any variation thereof via any paid online advertising platform, including but not limited to Google Ads, Meta Ads, or TikTok Ads.
- Promote your Affiliate Link on Muscle Nation's official TikTok, Instagram, Facebook, or YouTube profiles, or on any other Muscle Nation affiliate's profiles or posts, without prior written consent from Muscle Nation.
- Disparage Muscle Nation's products, advertising content, company, employees, or business practices or processes. See Section J (Non-Disparagement) of these Terms for further detail.
- Use inappropriate, offensive, or discriminatory language, or reference controversial, political, or sensitive topics when promoting Muscle Nation or your Affiliate Link.
- Ask Muscle Nation Discord moderators about any orders of Muscle Nation merchandise that you, or anyone who has purchased through your Affiliate Link, has placed. Discord moderators do not have access to individual order information. For order enquiries, contact [affiliate@musclenationofficial.com](mailto:affiliate@musclenationofficial.com).
- Contact Muscle Nation employees, representatives, or moderators via their personal social media accounts for any programme-related matters.
- Ask Muscle Nation employees, representatives, or moderators for live host dates, new product drop dates, or restock information, as such information is not available to those individuals. Product release information will be communicated through official channels on Discord and Growi when available.

**FAILURE TO COMPLY WITH THESE PROHIBITIONS WILL RESULT IN IMMEDIATE TERMINATION OF YOUR AFFILIATE ACCOUNT AND ALL RELATED PRIVILEGES. THE COMPANY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO FORFEIT SOME OR ALL UNPAID COMMISSIONS EARNED THROUGH YOUR PARTICIPATION IN THE PROGRAM, HAVING REGARD TO THE NATURE AND SEVERITY OF THE BREACH.**

Muscle Nation expressly reserves the right to modify its policies and practices regarding prohibited uses of Affiliate Links at any time, in its sole discretion, with or without advance or written notice. Updated guidance will be posted on Discord and/or Growi. Your continued participation in the Program following any such change shall constitute your agreement to the modified Terms.

## **G. Payment Terms**

### **General**

These Payment Terms govern the commission payments made to creators participating in the Muscle Nation Affiliate Programme (the "Programme"). By participating in the Programme, you agree to these terms in full.

These terms form part of the broader Muscle Nation Affiliate Programme Terms & Conditions and should be read alongside them.

### **Payment Schedule**

Muscle Nation pays eligible commission to creators on a fortnightly basis. Payments are processed every two weeks, subject to the 30-day commission holding period outlined in Section 3 below.

There is no minimum payout threshold. All eligible commission, regardless of amount, will be included in the applicable fortnightly payment run.

### **Commission Holding Period**

All commission earned from a qualifying sale is held for a period of 30 days from the date of that sale. This holding period exists to account for potential order cancellations, returns, and refunds.

Commission will only become eligible for payment once the 30-day holding period has elapsed without a return or refund being processed against the associated order.

Important: If an order is returned or refunded at any point during the 30-day holding period, the commission associated with that sale will be forfeited in full. Muscle Nation reserves the right to reverse or withhold any commission payments where a refund is subsequently processed after payment has been made in error.

### **Currency & Payment Details**

Creators may select their preferred payment currency and provide their payment details directly through the Growi platform. Supported currencies and payment methods will be as displayed within the platform at the time of setup.

It is the creator's sole responsibility to ensure that their payment details — including currency preference, account information, and any other required fields — are accurate and kept up to date at all times.

Muscle Nation accepts no liability for failed, delayed, or misdirected payments resulting from incorrect, outdated, or incomplete payment details provided by the creator. It is your responsibility to update your details on the Growi platform promptly if they change.

### **Payment Errors & Disputes**

If you believe a payment has been calculated or processed incorrectly, you must notify Muscle Nation in writing within 30 days of the payment date. Disputes raised outside of this window may not be investigated or actioned.

Muscle Nation reserves the right to correct any payment errors, including by adjusting future payments or requesting repayment of any amounts paid in error.

### **Taxes & Compliance**

Creators are solely responsible for declaring and paying any taxes, levies, or other charges applicable to commissions received under the Programme in their relevant jurisdiction. Muscle Nation does not provide tax advice.

You may be required to provide relevant tax identification information before payments can be processed. Failure to provide required information may result in payments being withheld until compliance is confirmed.

### **Suspension & Termination**

Muscle Nation reserves the right to withhold, suspend, or cancel commission payments where there is a breach of the Affiliate Programme Terms & Conditions, evidence of fraudulent activity, or any misuse of the Programme.

Upon termination of your participation in the Programme, any eligible commission that has cleared the 30-day holding period will be paid out in the next scheduled fortnightly payment run. Commission still within the holding period at the time of termination will be assessed on a case-by-case basis.

### **Changes to These Terms**

Muscle Nation may update these Payment Terms from time to time. Where changes are material, reasonable notice will be provided via email or through the Growi platform. Continued participation in the Programme following notification of changes constitutes your acceptance of the updated terms.

## **H. Fraud and Chargebacks**

Commissions are only payable on valid, completed purchases that are not subsequently cancelled, refunded, or charged back. In the event that a customer order attributed to your Affiliate Link is refunded, cancelled, or subject to a chargeback at any time after the Commission has been calculated or paid, the Commission attributable to that order will be forfeited or, where already paid, deducted from your next Commission payment. Muscle Nation reserves the right to withhold payment of any Commission where the underlying order is subject to a pending refund or chargeback investigation.

Fraudulent activity in connection with the Program is strictly prohibited. Fraudulent activity includes, but is not limited to, the following:

- Generating or attempting to generate false, fictitious, or duplicate clicks or referrals through your Affiliate Link;

- Using bots, automated software, scripts, or any other artificial means to generate clicks, referrals, or orders through your Affiliate Link;
- Placing orders with the intention of returning the merchandise after Commission has been recorded or paid;
- Manipulating, tampering with, or attempting to interfere with Muscle Nation's tracking or attribution systems; and
- Any other activity that Muscle Nation reasonably determines to be fraudulent, deceptive, or intended to artificially inflate Commission payments.

**ANY FRAUDULENT ACTIVITY, AS DETERMINED BY MUSCLE NATION IN ITS SOLE DISCRETION, WILL RESULT IN IMMEDIATE AND PERMANENT TERMINATION OF YOUR AFFILIATE ACCOUNT AND ALL RELATED PRIVILEGES, AS WELL AS FORFEITURE OF ALL UNPAID COMMISSIONS. WHERE COMMISSIONS HAVE ALREADY BEEN PAID IN RESPECT OF FRAUDULENT ORDERS, MUSCLE NATION RESERVES THE RIGHT TO SEEK RECOVERY OF THOSE AMOUNTS.**

Muscle Nation reserves the right to investigate any activity it reasonably suspects to be fraudulent. During any such investigation, Muscle Nation may place a hold on the payment of any Commission pending the outcome of the investigation. Muscle Nation's determination following any investigation shall be final. You agree to cooperate fully with any such investigation and to provide any information reasonably requested by Muscle Nation.

In addition to termination and forfeiture, Muscle Nation expressly reserves the right to pursue any and all legal and equitable remedies available to it in connection with fraudulent activity, including recovery of damages, legal costs, and referral to relevant authorities where appropriate.

If you become aware of any fraudulent activity in connection with the Program, including by another affiliate, you are encouraged to report it to Muscle Nation promptly by contacting [affiliate@musclenationofficial.com](mailto:affiliate@musclenationofficial.com).

## **I. Term**

Muscle Nation reserves sole and exclusive discretion over your participation in the Program. Muscle Nation may terminate and/or modify these Terms – or terminate and/or modify your participation in the Program – at any time and for any reason, with or without advance or written notice. Your continued participation in the Program following any such change shall constitute your agreement to any such modification to these Terms.

You have no entitlement to advance or written notice of termination or modification of your participation in the Program, and Muscle Nation has no obligation to provide advance or written notice of the termination or deactivation of your Affiliate Link.

You may voluntarily terminate your participation in the Program at any time by notifying Muscle Nation in writing at [affiliate@musclenationofficial.com](mailto:affiliate@musclenationofficial.com). Voluntary termination does not entitle you to any Commission that has been forfeited due to a breach of these Terms prior to termination.

Upon termination of your participation in the Program for any reason, Muscle Nation shall pay any legitimately earned and unpaid commissions to you in accordance with its then-applicable payment policies and practices, provided that such commissions have not been forfeited in accordance with these Terms.

Commissions that have been forfeited due to your violation of these Terms will not be paid. Your participation in the Program constitutes your consent to the effectuation of such forfeiture where it is warranted due to a violation of these Terms, as investigated and determined by Muscle Nation in its sole and exclusive discretion.

Upon termination of your participation in the Program, your Affiliate Link will be deactivated and you must immediately cease all use and promotion of your Affiliate Link. Any Commission generated through use of your Affiliate Link after the date of termination will not be payable and will be forfeited.

The terms of this Agreement that, by their meaning and effect, are intended to survive the termination of this Agreement shall so survive, including but not limited to the sections relating to Prohibited Uses, Representations and Warranties, Protection of Confidential and Proprietary Information, Fraud and Chargebacks, Indemnification, No Publicity, Non-Disparagement, and Miscellaneous.

## **J. Modification of Programme**

Muscle Nation expressly reserves the right to modify, amend, suspend, or discontinue any aspect of the Program at any time and for any reason, at its sole discretion, with or without prior notice to you. This includes, but is not limited to, modifications to any of the following:

- Commission rate and structure;
- Attribution window and cookie duration;
- Permitted and prohibited uses of your Affiliate Link;
- Payment policies and practices, including payment frequency, methods, and minimum thresholds;
- Programme eligibility requirements and application criteria;
- Tracking and attribution methods and tools; and
- Any other terms, policies, practices, or criteria governing your participation in the Program.

Any modifications to the Program will be effective immediately upon posting to Discord and/or Growi, unless otherwise specified by Muscle Nation. It is your responsibility to regularly monitor Discord and Growi for updates. Muscle Nation accepts no liability for any loss or disadvantage suffered as a result of your failure to stay informed of programme modifications.

Your continued participation in the Program following any modification shall constitute your acceptance of the modified terms. If you do not agree with any modification to the Program, your sole remedy is to cease participation and terminate your Affiliate Account by notifying Muscle Nation in writing at [affiliate@musclenationofficial.com](mailto:affiliate@musclenationofficial.com).

Any modification to the commission rate or structure will apply to sales generated from the date the modification takes effect and will not apply retrospectively to commissions already earned prior to that date, unless otherwise determined by Muscle Nation in its sole discretion.

In the event that Muscle Nation elects to suspend or permanently discontinue the Program, Muscle Nation will use reasonable efforts to notify active affiliates via Discord and/or Growi. Any legitimately earned and unpaid commissions as of the date of suspension or discontinuation will be paid in accordance with Muscle Nation's then-applicable payment policies, provided they have not been forfeited in accordance with these Terms.

## **K. Protection of Confidential and Proprietary Information**

You recognise that Muscle Nation is engaged in a continuous programme of product development, marketing strategisation, and business development. In connection with your participation in the Program, you may be exposed to or receive Proprietary Information (as defined below) belonging to Muscle Nation. You agree to the following obligations in respect of such Proprietary Information.

At all times during your participation in the Program, and perpetually thereafter, you will hold in strict confidence and will not disclose, use, publish, or make copies of any of Muscle Nation's Proprietary Information, except to the extent that such disclosure, use, or publication:

- (i) is expressly authorised in writing by an authorised officer or representative of Muscle Nation;
- (ii) is expressly required by applicable law, regulation, or court order, in which case you must notify Muscle Nation promptly in writing prior to making any such disclosure, to the extent permitted by law, so that Muscle Nation may seek appropriate protective relief; or
- (iii) falls within one of the exclusions set out below.

The term "Proprietary Information" means any private, confidential, trade secret, or other proprietary information (whether or not embodied or contained in any tangible form) relating to any actual or anticipated business of Muscle Nation or its affiliates, any product development or marketing undertaken by Muscle Nation or its affiliates, or any non-public information arising from or resulting from any tasks assigned to you or work performed by you for or on behalf of Muscle Nation, whether disclosed to you before or after the date on which you commenced participation in the Program.

"Proprietary Information" does not include information that:

- (iv) is or becomes generally known to the industry or the public through no act or omission on your part;
- (v) is legitimately made available to you by a third party without breach of any confidentiality obligation owed to Muscle Nation; or
- (vi) forms part of your general skill and knowledge that existed prior to your participation in the Program.

You agree to protect Muscle Nation's Proprietary Information using at least the same degree of care you use to protect your own confidential information, and in any event no less than a reasonable degree of care. You agree not to use any Proprietary Information for your own benefit or for the benefit of any third party without the prior written consent of Muscle Nation.

Upon termination of your participation in the Program, or upon request by Muscle Nation at any time, you agree to promptly return or destroy all Proprietary Information in your possession or control, including any copies or reproductions thereof, and to certify in writing that you have done so if requested by Muscle Nation.

You acknowledge that any breach of this section may cause Muscle Nation irreparable harm for which monetary damages would be an inadequate remedy, and that Muscle Nation shall be entitled to seek equitable relief, including injunctive relief, in addition to all other remedies available at law or in equity, without the requirement to post a bond or other security.

The obligations set out in this section survive the termination of your participation in the Program indefinitely and are not limited in duration.

## **L. Indemnification**

You shall indemnify, defend, and hold harmless Muscle Nation, and its parent companies, subsidiaries, affiliates, shareholders, members, managers, officers, directors, employees, agents, and representatives (collectively, the "Muscle Nation Parties") from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable legal fees and costs, which will be reimbursed as incurred) of any kind or nature, arising from or relating to:

- (i) any actual or alleged breach of any of your representations, warranties, or obligations under these Terms;
- (ii) your negligence or wilful misconduct in connection with your participation in the Program;
- (iii) any content you create, publish, or distribute in connection with your promotion of Muscle Nation or your Affiliate Link; or
- (iv) any claim by a third party arising out of or relating to your participation in the Program.

You may not settle any indemnified claim against the Muscle Nation Parties without Muscle Nation's prior written consent, and any settlement must unconditionally release the Muscle Nation Parties of all liability in respect of that claim. Muscle Nation may participate in the defence of any indemnified claim at its own expense. In the event of your material failure to undertake and control the defence of any indemnified claim, Muscle Nation may, at your expense, undertake and control such defence.

The indemnification obligations set out in this section survive the termination of your participation in the Program and apply to claims arising from events that occurred during the term of your participation, regardless of when such claims are made.

## **M. No Publicity**

You may identify yourself publicly as a participant in the Muscle Nation Affiliate Program. However, except as expressly permitted under these Terms, you may not issue any press release, news release, or other public statement, or otherwise publicise any association with or endorsement of Muscle Nation, its products, or its business activities, beyond what is reasonably necessary for the promotion of your Affiliate Link, without Muscle Nation's prior written permission.

You must not represent or imply that Muscle Nation endorses, sponsors, or is otherwise affiliated with any of your own products, services, or personal ventures without Muscle Nation's prior written consent.

You must not use Muscle Nation's name, logo, trademarks, or branding in any way that could reasonably be construed as suggesting a deeper commercial or corporate relationship beyond that of an affiliate, or in any way that could cause confusion as to the nature of your relationship with Muscle Nation.

Any permitted use of Muscle Nation's name or branding must be consistent with any brand guidelines issued by Muscle Nation from time to time via Discord or Growi. Muscle Nation reserves the right to request the removal or amendment of any content that it determines, in its sole discretion, to be inconsistent with these guidelines or otherwise damaging to its brand or reputation.

## **N. Compliance with Laws**

You are solely responsible for ensuring that your participation in the Program, including all promotional activities undertaken in connection with your Affiliate Link, complies with all applicable laws, regulations, and industry standards in any jurisdiction in which you operate or in which your content is accessible.

Without limiting the generality of the foregoing, you are responsible for ensuring compliance with all laws and regulations applicable to advertising, marketing, endorsements, data privacy, electronic communications, and consumer protection in your jurisdiction. It is your responsibility to obtain independent legal advice if you are unsure of your obligations.

You must clearly and conspicuously disclose your affiliate relationship with Muscle Nation in all promotional content in accordance with applicable advertising standards and disclosure requirements in your jurisdiction. Such disclosure must be made in a manner that is easily understood by the audience and must appear prior to or at the point at which your Affiliate Link is shared.

You must comply with the terms of service of any third-party platform on which you promote your Affiliate Link, including but not limited to social media platforms. Muscle Nation accepts no responsibility for any account suspension, content removal, or other consequences arising from your failure to comply with third-party platform terms.

Any breach of this section shall constitute grounds for immediate termination of your Affiliate Account and forfeiture of some or all unpaid commissions at Muscle Nation's sole discretion. Muscle Nation accepts no liability for any fines, penalties, claims, or damages arising from your failure to comply with applicable laws or regulations.

## **O. Non-Disparagement**

You agree that, during your participation in the Program and at all times thereafter, you shall not, whether orally or in writing, directly or indirectly, criticise, disparage, make any negative statements about, or otherwise undermine the reputation of Muscle Nation, or comment negatively upon Muscle Nation's business operations, products, services, employees, contractors, officers, directors, business practices, procedures, policies, or marketing activities.

You agree not to encourage, solicit, or facilitate any third party to make disparaging statements about Muscle Nation or any of the matters referred to above.

Nothing in this section prevents you from raising genuine concerns or feedback about the Program directly and privately with Muscle Nation by contacting [affiliate@musclenationofficial.com](mailto:affiliate@musclenationofficial.com). Muscle Nation welcomes constructive feedback submitted through appropriate channels.

Any breach of this section shall constitute grounds for immediate termination of your Affiliate Account and forfeiture of some or all unpaid commissions at Muscle Nation's sole discretion, in addition to any other remedies available to Muscle Nation at law or in equity.

The obligations set out in this section survive the termination of your participation in the Program indefinitely and are not limited in duration.

## **P. Miscellaneous**

### **Independent Contractors**

The parties are independent contractors, and nothing in this Agreement shall be deemed or construed to create, or have been intended to create, a partnership, joint venture, employment, or agency relationship between the parties. Each party agrees that it neither has nor will give the appearance or impression of possessing the legal authority to bind or commit the other party in any way except as expressly provided in this Agreement. You acknowledge and agree that you will receive no company-sponsored benefits from Muscle Nation (including, without limitation, paid vacation, sick leave, superannuation contributions, or medical insurance), either as a contractor or employee, except as required by law. Any taxes, levies, or other imposts imposed on you due to activities performed under this Agreement will be your sole responsibility, and you agree to indemnify Muscle Nation against any liability arising from your failure to meet such obligations.

### **Assignment**

You may not assign, transfer, delegate, or otherwise dispose of any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of Muscle Nation. Any purported assignment or transfer without such consent is void. Notwithstanding the foregoing, Muscle Nation may assign its rights and obligations under this Agreement without your consent to an affiliate of Muscle Nation, or to a third party acquiring (by sale, merger, reorganisation, or otherwise) substantially all of Muscle Nation's assets or business.

## **Amendments**

Muscle Nation expressly reserves the right to modify these Terms at any time, with or without notice to you, in accordance with Section A (Overview) and Section J (Modification of Programme) of these Terms. Your continued participation in the Program following any such change shall constitute your agreement to the modified Terms.

## **Governing Law and Venue**

These Terms and all related documents, and all matters arising out of or relating to the Program, whether sounding in contract, tort, or statute, are governed by and construed in accordance with the laws of the State of Queensland, Australia, without giving effect to any conflict of laws principles. Any legal suit, action, or proceeding arising out of or relating to these Terms or the Program must be instituted in the courts of Queensland, Australia, and each party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on jurisdiction, venue, or forum non conveniens. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either party.

## **Dispute Resolution**

In the event of any dispute, controversy, or claim arising out of or relating to these Terms, or any breach thereof, the parties agree to first attempt to resolve the dispute in good faith through direct negotiation. Either party may initiate this process by providing written notice to the other party setting out the nature of the dispute and the resolution sought. The parties shall have thirty (30) days from the date of such notice (or such longer period as agreed in writing) to attempt to resolve the dispute through negotiation before either party may commence formal legal proceedings. Each party shall bear its own legal costs and expenses in connection with any dispute, unless otherwise ordered by a court of competent jurisdiction.

## **Severability**

If any provision of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in full force and effect. If no enforceable provision can be substituted, that provision will be deemed severable from these Terms and will not affect the validity or enforceability of any remaining provisions.

## **No Waiver**

Any failure by Muscle Nation to enforce any provision of these Terms for any period of time shall not be construed as a waiver of that provision or of Muscle Nation's right to thereafter enforce each and every provision of these Terms. No waiver of any breach shall be deemed a waiver of any subsequent breach of the same or any other provision.

## **Entire Agreement**

These Terms constitute the complete and final agreement between the parties with respect to the Program and your participation in it, and supersede all prior agreements, understandings, negotiations, and discussions between the parties relating to the Program, whether oral or written.

## **Knowing and Voluntary Agreement**

By applying for and electing to participate in the Program, you acknowledge and agree that:

- (i) you have carefully read and fully understand all provisions of these Terms;
- (ii) you knowingly and voluntarily agree to all of the conditions, expectations, and obligations set forth in these Terms and agree to be legally bound by all of them;
- (iii) you have been advised in writing to carefully consider these Terms and to seek independent legal advice in relation to them; and
- (iv) to the extent necessary or desired, you have consulted with legal counsel of your choice concerning these Terms, or have freely chosen not to do so.

## **Notices**

Any notices or communications required or permitted under these Terms shall be in writing and delivered to Muscle Nation by email at [affiliate@musclenationofficial.com](mailto:affiliate@musclenationofficial.com), or to you at the email address associated with your Affiliate Account. Notices shall be deemed received on the date of transmission, provided no delivery failure notification is received by the sender.

## **Q. Dispute Resolution**

The parties agree that in the event of any dispute, controversy, or claim arising out of or in connection with these Terms, or any breach, termination, or invalidity thereof (a "Dispute"), they will follow the process set out in this section before commencing any formal legal proceedings, except as otherwise provided below.

### **Step 1 — Good Faith Negotiation**

Either party wishing to raise a Dispute must first provide written notice to the other party setting out in reasonable detail the nature of the Dispute, the relevant facts, and the resolution sought (a "Dispute Notice"). Upon receipt of a Dispute Notice, the parties shall attempt in good faith to resolve the Dispute through direct negotiation between senior representatives of each party within twenty-one (21) days of the date of the Dispute Notice (or such longer period as agreed in writing between the parties).

### **Step 2 — Mediation**

If the Dispute is not resolved through negotiation within the timeframe set out in Step 1, either party may refer the Dispute to mediation administered by the Resolution Institute (or such other mediation body as agreed in writing between the parties) in accordance with its then-current mediation rules. The mediation shall be conducted in Brisbane, Queensland, unless otherwise agreed in writing. The parties shall share the costs of the mediator equally, and each party shall bear its own legal costs in connection with the mediation. The parties agree to participate in the mediation in good faith and to use reasonable endeavours to resolve the Dispute through that process.

### **Step 3 — Court Proceedings**

If the Dispute is not resolved through mediation within thirty (30) days of the appointment of a mediator (or such longer period as agreed in writing), either party may commence formal legal proceedings in the courts of Queensland, Australia, in accordance with the Governing Law and Venue provisions set out in Section P (Miscellaneous) of these Terms. Each party shall bear its own legal costs and expenses in connection with any court proceedings, unless otherwise ordered by a court of competent jurisdiction.

### **Urgent or Interim Relief**

Nothing in this section prevents either party from seeking urgent interlocutory or injunctive relief from a court of competent jurisdiction where that party reasonably considers it necessary to protect its rights, including in connection with any actual or threatened breach of the confidentiality or non-disparagement obligations under these Terms. The pursuit of urgent relief does not relieve either party of the obligation to follow the dispute resolution process set out in this section in respect of the underlying Dispute.

### **Confidentiality of Dispute Resolution Process**

All negotiations and mediation conducted pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for the purposes of applicable rules of evidence. Neither party may disclose the existence, content, or outcome of any negotiation or mediation without the prior written consent of the other party, except as required by law.

### **Continuity of Obligations**

The existence of a Dispute does not relieve either party of its obligations under these Terms. Both parties must continue to perform their respective obligations under these Terms during the dispute resolution process, unless and until those obligations are lawfully terminated or suspended.

## **R. Data Privacy**

Muscle Nation is committed to protecting your personal information and handling it responsibly in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. This section sets out how Muscle Nation collects, uses, stores, and discloses your personal information in connection with your participation in the Program. By participating in the Program, you consent to the collection and use of your personal information as described in this section and in Muscle Nation's Privacy Policy, available at [www.musclenation.org](http://www.musclenation.org).

### **Information We Collect**

In connection with your participation in the Program, Muscle Nation may collect the following categories of personal information:

- Name and contact details, including email address and phone number;
- Payment and banking information for the purpose of processing commission payments;
- Social media handles and audience data provided in connection with your application or participation in the Program;
- Tax file number (TFN) and/or Australian Business Number (ABN) where required for payment and taxation purposes; and
- Affiliate Link performance data, including clicks, referrals, and commission reports.

### **How We Use Your Information**

Muscle Nation collects and uses your personal information for the following purposes:

- To administer and manage your participation in the Program;

- To calculate, process, and pay commissions;
- To communicate with you regarding the Program via Discord, Growi, and email;
- To comply with applicable legal and taxation obligations; and
- To investigate any suspected fraud, breach of these Terms, or misuse of your Affiliate Link.

### **Disclosure to Third Parties**

Muscle Nation may disclose your personal information to third-party service providers to the extent necessary for the operation of the Program, including but not limited to:

- Shopify, as Muscle Nation's e-commerce and affiliate tracking platform;
- Payment processors and banking institutions for the purpose of processing commission payments;
- Analytics and marketing tools used to track and measure affiliate performance; and
- Any other third-party providers as required to deliver the Program.

Third-party service providers will only collect, use, and disclose your information to the extent necessary to perform the services they provide to Muscle Nation. Some of these providers may be located outside of Australia, and your information may be subject to the laws of the jurisdiction in which they operate. Muscle Nation recommends that you review the privacy policies of relevant third-party providers. Muscle Nation will not sell your personal information to third parties.

### **Security**

Muscle Nation takes reasonable steps to protect your personal information from misuse, interference, loss, unauthorised access, modification, or disclosure, in accordance with industry best practices. However, no method of transmission over the internet or electronic storage is completely secure, and Muscle Nation cannot guarantee absolute security of your information.

### **Consent and Withdrawal**

By applying for and participating in the Program, you consent to the collection, use, and disclosure of your personal information as described in this section. If you wish to withdraw your consent or request access to, correction of, or deletion of your personal information, you may contact Muscle Nation at [affiliate@musclenationofficial.com](mailto:affiliate@musclenationofficial.com). Please note that withdrawal of consent may affect Muscle Nation's ability to administer your participation in the Program, including the payment of commissions.

### **Privacy Policy**

This section should be read in conjunction with Muscle Nation's Privacy Policy, available at [www.musclenation.org](http://www.musclenation.org). In the event of any inconsistency between this section and the Privacy Policy with respect to your participation in the Program, this section shall prevail to the extent of the inconsistency. Muscle Nation reserves the right to update its Privacy Policy at any time, and any such changes will take effect immediately upon posting to the website.