

Brickcraft Affiliate Program

Terms and Conditions

These Terms and Conditions were last updated on and are effective as of July 15, 2026.

This Agreement describes and provides the terms and conditions (the “Terms”) that govern and apply to your participation in Brickcraft LLC’s (the “Company”, “Brickcraft”, “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.

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, AS WELL AS FORFEITURE OF ALL UNPAID COMMISSIONS THAT HAVE BEEN EARNED THROUGH YOUR PARTICIPATION IN THE AFFILIATE PROGRAM.

Brickcraft further reserves its right to pursue any and all claims, legal and equitable, that may result from any violation of these Terms. Brickcraft expressly reserves the right to modify these Terms at any time, with or without notice to you. Your continued participation in the Program following any such change shall constitute and evidence your agreement to any such modification to these Terms.

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 ambassador@brickcraftofficial.com.

A. Eligibility and Application

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

YOU ARE ONLY PERMITTED TO APPLY FOR AND USE ONE AFFILIATE ACCOUNT AND 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 ALL UNPAID COMMISSIONS THAT HAVE BEEN EARNED THROUGH YOUR PARTICIPATION IN THE AFFILIATE PROGRAM.

If you wish for Brickcraft 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 ambassador@brickcraftofficial.com.

B. Affiliate Link and Commission

Upon acceptance of your application to participate in Brickcraft's Affiliate Program, Brickcraft will provide you with a unique affiliate link (the "Affiliate Link") that you can use — in compliance with these Terms — to earn ten percent (10%) of the Gross Revenue received by Brickcraft for purchases of Brickcraft merchandise through www.shopbrickcraft.com 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 purchase of Brickcraft merchandise, and does not include any charges for shipping, handling, sales or other taxes, duties, gift-wrapping, or any other similar charges levied on the customer at the time of purchase. Gross Revenue is further reduced by, and Commission is not earned or payable on, the value of any discount, coupon, promotion, store credit, or gift card applied to the order, and by the amount of any order (or portion of an order) that is cancelled, returned, refunded, charged back, or determined by Brickcraft to be fraudulent or otherwise invalid.

A purchase is attributable to your Affiliate Link only where it is tracked to your Affiliate Link under Brickcraft's then-current attribution method and tracking window, as determined by Brickcraft in its sole discretion. Attribution is on a last-click basis unless Brickcraft specifies otherwise. Commissions are not earned on your own purchases, or on purchases you arrange, coordinate, or make on behalf of yourself, your household, or any business or entity you control.

C. Payment of Commission

Brickcraft shall pay the Commission to you in accordance with its then-applicable payment policies and practices. Brickcraft expressly reserves the right to modify its payment policies and practices at any time, in its sole discretion. Notwithstanding the foregoing, Brickcraft will make reasonable efforts to publicize any and all payment policies and practices applicable hereto, and to provide reasonable advance notice to you of any change to those policies and practices before it is implemented.

Without limiting the foregoing, Brickcraft may condition payment on your provision of accurate and complete payment and tax information; may apply a minimum payout threshold below which Commission is carried forward until the threshold is met; and may withhold, deduct, offset, or reverse (against current or future Commission) any amounts corresponding to orders that are cancelled, returned, refunded, charged back, or found to be fraudulent or in violation of these Terms. Brickcraft may withhold or delay payment of any Commission while it investigates suspected fraud, abuse, or a violation 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, in either cash or equity, other than the Commission.

D. Program Guidance and Required Platforms

Brickcraft provides regular guidance and updates regarding permitted usage of the Affiliate Link, and your participation in the Program, via online platforms to which you have been invited by a Company representative (e.g., Discord, TikTok Shop, or the Program's affiliate platform).

You are required to join such platforms upon receipt of notice that such platforms are in use by the Program. You are further obligated to monitor such guidance and updates, and shall be presumed to be, and held responsible to be, familiar with such materials — whether or not you actually access such materials, or participate in Program activities publicized and conducted on such platforms.

Brickcraft 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.

E. Prohibited Uses of Your Affiliate Link

Current guidance for PROHIBITED use of your Affiliate Link includes, but is not limited to, the following. This list may be supplemented or modified by additional guidance issued through the Program platforms:

- DO NOT reuse Brickcraft's (or another Brickcraft creator's) original content for your own purposes without express written permission.
- DO NOT share your Affiliate Link on coupon, deal, cashback, loyalty, or discount-aggregator websites (e.g., RetailMeNot, Honey, Slickdeals, or similar), or on other public forums where doing so is prohibited by Program guidance.
- DO NOT bid on, or purchase advertising against, Brickcraft's brand terms, trademarks, or variations or misspellings thereof, via any online advertising platform (e.g., Google Ads, Bing Ads, or Meta), and DO NOT direct-link such advertising to www.shopbrickcraft.com.
- DO NOT register, use, or traffic in any domain name, social media handle, username, or app that incorporates "Brickcraft" or any confusingly similar term.
- DO NOT engage in cookie stuffing, forced clicks, self-referrals, incentivized or bot traffic, spam (including unsolicited email, SMS, or messaging), or any other deceptive, artificial, or fraudulent means of generating clicks, traffic, or orders.
- DO NOT promote your Affiliate Link on Brickcraft's corporate social profiles, or on other Brickcraft creators' profiles or posts.
- DO NOT disparage Brickcraft's products, advertisements, content, practices, company, employees, or business practices or processes (see Paragraph J, below).
- DO NOT use inappropriate, misleading, defamatory, or unlawful language, make false or unsubstantiated claims about Brickcraft or its products, or reference controversial topics when promoting Brickcraft.
- DO NOT misrepresent yourself as an employee, agent, or official representative of Brickcraft, or make any representation, warranty, or commitment on Brickcraft's behalf.

- DO NOT ask Brickcraft moderators about any orders of Brickcraft merchandise that you, yourself, have placed, or that anyone who has purchased through your Affiliate Link has placed (as those moderators do not have access to individual order information).
- DO NOT message Brickcraft employees or other representatives on their personal social media accounts.
- DO NOT ask Brickcraft employees or other representatives for live host dates of new drops or restocks, as they do not have access to that information.

FAILURE TO COMPLY WITH THESE TERMS WILL RESULT IN IMMEDIATE TERMINATION OF YOUR AFFILIATE ACCOUNT AND ALL RELATED PRIVILEGES, AS WELL AS FORFEITURE OF ALL UNPAID COMMISSIONS THAT HAVE BEEN EARNED THROUGH YOUR PARTICIPATION IN THE AFFILIATE PROGRAM.

Brickcraft 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. Your continued participation in the Program following any such change shall constitute and evidence your agreement to any such modification to these Terms.

F. Advertising Disclosures and Legal Compliance

You are solely responsible for complying with all laws, regulations, and guidelines applicable to your promotion of Brickcraft, including, without limitation, the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising (the "FTC Guides"), the CAN-SPAM Act, the Telephone Consumer Protection Act, and all applicable data-privacy and consumer-protection laws.

You must clearly and conspicuously disclose your material connection to Brickcraft in every post, video, message, or other content in which you promote Brickcraft or use your Affiliate Link, using clear language such as "#ad," "#affiliate," or "paid partnership," consistent with the FTC Guides and the applicable platform's rules. You must only make claims about Brickcraft's products that are truthful, accurate, and substantiated, and you must not make any false, misleading, or deceptive statements.

G. Intellectual Property and Limited License

As between the parties, Brickcraft owns and retains all right, title, and interest in and to its names, logos, trademarks, service marks, trade dress, copyrights, product designs, images, and all other intellectual property (collectively, the "Brickcraft Marks"), including all goodwill associated therewith. Brickcraft's products may incorporate third-party licensed intellectual property, which remains the property of its respective owners.

Subject to your continued compliance with these Terms, Brickcraft grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Brickcraft Marks and any content Brickcraft expressly provides to you, solely for the purpose of promoting Brickcraft merchandise through your Affiliate Link and only in the manner authorized by Program guidance.

You acquire no ownership rights in the Brickcraft Marks, and all use of the Brickcraft Marks inures to the benefit of Brickcraft. This license terminates automatically upon termination of your participation in the Program or upon Brickcraft's written request, and you must thereafter cease all use of the Brickcraft Marks.

You grant Brickcraft a worldwide, royalty-free, perpetual, irrevocable, sublicensable, and transferable license to use, reproduce, distribute, modify, adapt, publicly display, publicly perform, and create derivative works from any content you create promoting Brickcraft or its products (including for use in Brickcraft's own advertising and marketing across any channel), and you waive any moral rights therein to the fullest extent permitted by law.

H. Representations and Warranties

You represent and warrant as follows: (a) You are eighteen (18) years of age, or older; (b) you have the legal right and authority to enter into this Agreement and to perform your obligations hereunder; (c) you will not violate any applicable laws or regulations, or cause a breach of any agreements with any third parties, in connection with your participation in the Program; (d) you will not violate, infringe, or misappropriate the intellectual property, proprietary, privacy, or publicity rights or other rights of any third party in connection with your participation in the Program; and (e) you will not be abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable or false or misleading in connection with your participation in the Program.

I. Term, Termination, and Forfeiture

Brickcraft reserves sole and exclusive discretion over your participation in the Program. Brickcraft may terminate and/or modify these Terms — or terminate and/or modify your participation in the Program — at any time or for any reason, with or without advance or written notice. Your continued participation in the Program following any such change shall constitute and evidence 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 Brickcraft has no obligation to provide advance or written notice of termination of an Affiliate Link.

Upon termination or deactivation of the Affiliate Link, Brickcraft shall submit to you a final report setting forth in detail all Commissions that you have earned as of the date of the termination of the Agreement. Brickcraft shall pay such earned Commissions to you in accordance with its then-applicable payment policies and practices.

Commissions that have been forfeited due to your violation of these Terms will not be paid, and your participation in the Program shall constitute consent to the effectuation of such forfeiture, if it shall be warranted due to a violation of these Terms (which Brickcraft shall investigate and determine, in its sole and exclusive discretion).

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, Paragraphs E, F, G, J, K, L, M, and the provisions under “General” below.

J. Confidentiality

You recognize that the Company is engaged in a continuous program of product development and marketing strategization regarding its business activities. As such, you agree as follows:

At all times during your participation in the Program, and perpetually thereafter, you will hold in confidence and will not disclose, use, publish, or make copies of any of the Company's Proprietary Information (defined below), except to the extent such disclosure, use, or publication may be: (i) expressly authorized in writing or by email by an officer of the Company; or (ii) expressly required by law.

The term “Proprietary Information” shall mean private, confidential, trade secret, or other proprietary information (whether or not embodied or contained in some tangible form) relating to any actual or anticipated business of the Company or its affiliates or any product development or marketing undertaken by the Company, or non-public information suggested by or resulting from any tasks assigned to you or work performed by you for or on behalf of the Company, whether disclosed to you before or after the effective date.

“Proprietary Information” shall not include any information that is: (i) generally known to the industry or the public; (ii) legitimately made available to you by a third party without breach of any confidentiality obligation; or (iii) part of your general skill and knowledge.

K. Indemnification

You shall indemnify, defend, and hold harmless the Company, and its parent companies, subsidiaries, affiliates, shareholders, members, managers, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs, which will be reimbursed as incurred) of any kind or nature, arising from or relating to: any actual or alleged breach of any of your representations, warranties, or covenants in these Terms; your negligence or misconduct; your content; or your violation of any law or third-party right, in connection with your participation in the Program. You may not settle any indemnified claim against the Company unless the settlement unconditionally releases the Company of all liability. The Company may participate in the defense of any indemnified claim at its expense. The Company, at your expense, may undertake and control the defense of any indemnified claim in the event of the material failure of you to undertake and control the same.

L. Disclaimer of Warranties and Limitation of Liability

THE PROGRAM IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE PROGRAM, ANY AFFILIATE LINK, OR ANY TRACKING WILL BE UNINTERRUPTED, ERROR-FREE, OR CONTINUOUSLY AVAILABLE, AND DOES NOT GUARANTEE ANY PARTICULAR LEVEL OF SALES, EARNINGS, CLICKS, OR RESULTS.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, OR LOST DATA, ARISING OUT OF OR RELATING TO THE PROGRAM OR THESE TERMS, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PROGRAM OR THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT OF COMMISSION PAID OR PAYABLE TO YOU BY THE COMPANY DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

M. Publicity and Non-Disparagement

Other than as set forth herein, you may not issue a press, news, or other release or otherwise publicize that you are associated with or performing services for the Company without the Company's prior written permission.

You agree that you shall not orally or in writing criticize, disparage, make any negative statements, or otherwise undermine the reputation of Brickcraft, or comment in any negative way upon the business operations, products, services, employees, practices, procedures, or policies of Brickcraft.

General

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, and it is the intent of the parties hereto, that you receive no company-sponsored benefits (e.g., paid vacation, sick leave, and/or medical insurance) from the Company either as a contractor or employee, except as required by law.

Taxes. Any taxes imposed on you due to activities performed hereunder will be your sole responsibility. You agree to provide Brickcraft with a completed IRS Form W-9 (or, for non-U.S. participants, the applicable IRS Form W-8) and any other information reasonably requested for tax-reporting purposes, and you authorize Brickcraft to issue an IRS Form 1099 (or equivalent) where required. Brickcraft may withhold payment of Commission until you provide accurate and complete tax information.

Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Any purported assignment, transfer, delegation, or other disposition is void, unless otherwise agreed to in writing. Notwithstanding the foregoing, Brickcraft may assign its interest in this Agreement and these Terms without your consent to an affiliate or to a third party acquiring (by sale, merger, reorganization, or otherwise) substantially all of Brickcraft's assets or business.

Amendments. Brickcraft expressly reserves the right to modify these Terms at any time, with or without notice to you. Your continued participation in the Program following any such change shall constitute and evidence your agreement to any such modification to these Terms.

Arbitration. Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be conclusively resolved through binding arbitration in New York, New York under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees. YOU AND BRICKCRAFT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

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 to be governed by, construed in accordance with, and enforced under the laws of the State of New York, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Notwithstanding the foregoing provision ("Arbitration"), any legal suit, action, or proceeding arising out of or relating to these Terms, or the Program, must be instituted in the federal courts of the United States of America or the courts of the State of New York, in each case located in the City of New York, and County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding, and waives any objection based on jurisdiction or venue, including forum non conveniens. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

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

No Waiver. Any failure of a party to enforce, for any period of time, any of these Terms will not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under these Terms.

Entire Agreement. These Terms constitute the complete and final agreement of the parties pertaining to the Program and your participation in the same and supersede the parties' prior agreements, understandings, and discussions relating to the Program.

Knowing and Voluntary Agreement

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

- You have carefully read and fully understand all provisions of these Terms.
- 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.
- You have been and hereby are advised in writing to consider these Terms and to consult with an attorney in relation thereto; and
- To the extent necessary or desired, you have consulted with counsel of your choice concerning these Terms and have done so or freely chosen not to do so.