KEENFACE AFFILIATE PROGRAM TERMS

Effective date: 10 November 2026

These Affiliate Program Terms (the "Terms") are an agreement between you, the person or company joining the KeenFace Affiliate Program (the "Affiliate"), and KeenTools LLC, M. Khorenatsi street, 26A, office 210, 0010, Yerevan, Republic of Armenia ("KeenTools"). By signing up for the Program or participating in it as an Affiliate after being presented with these Terms, you accept them. Merely visiting KeenFace through an Affiliate's referral link does not make a visitor an Affiliate or subject that visitor to these Terms.

1. The Program

1.1. The KeenFace Affiliate Program (the "Program") lets the Affiliate earn commissions for referring new paying customers to KeenFace (keenface.ai), including the KeenFace API and Studio (the "Service").

1.2. The Program is run on a third-party affiliate platform (currently Tolt) (the "Platform"). The Affiliate gets a referral link and a dashboard on the Platform. Referrals, commissions and payouts are tracked and recorded on the Platform.

1.3. KeenTools may accept or decline any application at its sole discretion.

2. Referrals

2.1. A "Referred Customer" is a new KeenFace customer who visits keenface.ai through the Affiliate's referral link and makes a payment within 90 days of that visit, as recorded by the Platform.

2.2. The following are not Referred Customers: existing KeenFace or KeenTools customers; the Affiliate itself, its employees, its affiliated companies or accounts it controls (self-referrals); customers whose referral was not recorded by the Platform, for example because they blocked cookies or used another device.

2.3. If a customer used referral links of several affiliates, the Platform's records decide which affiliate gets the referral. The Platform's records are final for attribution.

3. Commissions

3.1. The Affiliate earns 20% of the Net Revenue of each payment made by a Referred Customer, whether a one-time purchase, a credit top-up or a subscription payment or renewal, within 12 months after that customer's first payment. No commission is earned on payments made after these 12 months.

3.2. "Net Revenue" means the amount actually received by KeenTools for the payment, excluding sales tax, VAT and similar taxes, and excluding fees of the payment provider (Paddle.com, the Merchant of Record for KeenFace orders).

3.3. No commission is earned on enterprise agreements, custom development, or any order not paid through the standard keenface.ai checkout, unless KeenTools agrees otherwise in writing.

3.4. Each commission is pending for 30 days after the payment. After 30 days, if the payment was not refunded, charged back or disputed, the commission is approved.

3.5. If a payment is refunded, charged back or reversed, the commission on it is cancelled. If the commission was already paid out, KeenTools may deduct it from future payouts.

3.6. Commissions are calculated in US dollars.

3.7. Recruiting. If KeenTools enables recruiting for the Affiliate, the Affiliate gets an invite link on the Platform. For each affiliate who joins the Program through that link and is accepted by KeenTools (a "Recruited Affiliate"), the Affiliate earns an additional 5% of the Net Revenue of each payment made by the Recruited Affiliate's Referred Customers within 12 months after that customer's first payment. This commission is paid on top of the Recruited Affiliate's own commission and does not reduce it. No commission under this Section is earned on payments made after the total Net Revenue from that Referred Customer reaches USD 2,500, the point at which the Recruited Affiliate's commission on that customer reaches the cap in Section 3.8. Only one level applies: the Affiliate earns nothing on affiliates recruited by its Recruited Affiliates. Sections 3.2 to 3.6 apply to this commission. Recruiting oneself, one's employees, affiliated companies or accounts one controls is a self-referral under Section 2.2.

3.8. Cap. The total commission the Affiliate earns under Section 3.1 from any one Referred Customer is limited to USD 500. The commission on the payment that reaches this limit is reduced to the remaining amount, and no further commission under Section 3.1 is earned on that customer.

4. Payouts

4.1. Approved commissions are paid monthly. Commissions approved during a calendar month are paid within 15 days after the end of that month.

4.2. The minimum payout is USD 50. If the Affiliate's approved balance is below USD 50, it carries over to the next month.

4.3. Payouts are made through the payout methods available on the Platform. The Affiliate must provide correct payout details and any tax forms the Platform requests. KeenTools is not responsible for delays caused by incorrect or missing details.

4.4. The Affiliate pays its own bank, transfer and currency conversion fees on its side, and all taxes on its commissions.

4.5. KeenTools may withhold or refuse a payout where making it is prohibited by applicable law, including sanctions laws, or where KeenTools reasonably suspects fraud or a breach of these Terms.

5. Promotion rules

5.1. The Affiliate must promote KeenFace honestly. The Affiliate must not make false or misleading statements about KeenFace, its features, quality, prices or availability, or about its relationship with KeenTools.

5.2. The Affiliate must clearly disclose that it may earn a commission from its referrals, as required by applicable law and platform rules.

5.3. The Affiliate must not:

(a) bid on "KeenFace", "KeenTools" or similar terms, or their misspellings, in paid search or other paid advertising;

(b) use domain names, social media accounts or app names containing "KeenFace" or "KeenTools";

(c) send unsolicited emails or messages (spam);

(d) use cookie stuffing, forced clicks, hidden iframes, incentivised clicks or any other method that sets a referral without a genuine visit;

(e) offer discounts, coupons, free credits, trials or other benefits that KeenTools has not provided to the Affiliate for this purpose;

(f) present itself as KeenTools or as an official KeenTools reseller or representative.

5.4. The Affiliate may use the KeenFace name and the materials KeenTools provides only to promote the Service under these Terms. All rights in KeenFace and KeenTools trademarks remain with KeenTools.

6. Term and termination

6.1. Either party may end the Affiliate's participation at any time by notice by email or through the Platform.

6.2. After termination, KeenTools pays commissions that were approved before termination, subject to the minimum payout and Section 4.5. If termination is due to the Affiliate's breach of these Terms, all unpaid commissions are forfeited.

7. Changes

7.1. KeenTools may change these Terms, including commission rates, by notifying the Affiliate by email or through the Platform at least 15 days before the change takes effect. Changes do not affect commissions on payments made before the change. If the Affiliate continues in the Program after the change takes effect, it accepts the new Terms.

7.2. KeenTools may end the Program as a whole on 30 days' notice. Approved commissions are paid as in Section 6.2.

8. Relationship of the parties

8.1. The Affiliate is an independent contractor. Nothing in these Terms creates an employment, agency, partnership or joint venture relationship. The Affiliate has no authority to make commitments on behalf of KeenTools.

8.2. Participation is not exclusive. KeenTools may run other partner, reseller and referral programs.

9. Liability

9.1. The Program and the Platform are provided "as is". KeenTools does not guarantee any level of earnings or that tracking will be uninterrupted or error-free.

9.2. KeenTools' total liability under these Terms is limited to the commissions paid or payable to the Affiliate in the 12 months before the claim. KeenTools is not liable for indirect or consequential damages or lost profits.

9.3. The Affiliate is responsible for its own promotional activities and indemnifies KeenTools against claims arising from the Affiliate's breach of these Terms or of applicable law.

10. Governing law

10.1. These Terms are governed by the laws of the Republic of Armenia. The courts of Yerevan, Republic of Armenia, have exclusive jurisdiction over any dispute arising out of or in connection with these Terms.

11. Contact

11.1. Questions about the Program: team@keentools.io.