The following are the terms and conditions (this "Agreement" or the "Terms") for Affiliates that direct potential customers to any Sudden Turtle Dental Consulting Inc., dba “TempStars” web site, mobile application or web app (the "Site") and where TempStars has agreed to pay that Affiliate ("you") for directing duly qualified dental hygienists and dental assistants to complete temping shifts with TempStars after registering a new and unique account using your Affiliate Code.

1. Acceptance
By submitting your application for being an Affiliate of the Site, you agree to be bound by the Terms as stated herein without modification.
2. Nature of the Relationship
The nature of the relationship between TempStars and you will be that of independent contractors for all purposes and in no event will any person employed by you be held or construed to be employees of TempStars. Specifically, TempStars is not a member of any partnership, joint venture or franchise arrangement with you.
3. Ownership and use of TempStars Materials
"TempStars Materials" include any materials, documents, contracts, software, products, web links, promotional material, email, information, partial TempStars Material or any other materials provided by TempStars, the Site or any TempStars service in any way. TempStars retains complete ownership and all rights to the TempStars Materials. You do not have the right to use or change any of the TempStars Materials without prior written consent of TempStars. You do not have the right to use any TempStars Materials for third party or competitive use. All use of TempStars Materials, with or without prior written consent, will cease after termination of this agreement.
4. Term
This Agreement will be for an indefinite term and can be terminated immediately without cause by either TempStars or you providing notice to the other party. Upon termination, you will stop using TempStars Materials and you will discontinue any use of the TempStars trademark.
5. Your Compensation
TempStars agrees to pay you a commission according to the “Commission Schedule” based on new TempStars users who register with TempStars using your Affiliate Code or Affiliate Link and complete a Temping Shift. We will not provide any compensation for any referrals or traffic where the provision of any compensation for a referral is prohibited by law.
6. Content Development
You are solely responsible for all content development (and its cost) on your web site, social media platforms and other sources of Affiliate referrals.
7. Confidentiality
You may be given or obtain access to non-public information of TempStars that TempStars considers to be of a confidential, proprietary, or trade secret nature, including, but not limited to, customer information, pricing, financial and operational information, business information and marketing information, in whatever form or media, whether or not marked as confidential (collectively "Confidential Information"). You agree not to use any Confidential Information disclosed to you by TempStars for your own use or for any purpose other than to carry out your obligations under this Agreement. You will not disclose any Confidential Information to third-parties or to your employees or agents, other than employees and agents who are required to have the information in order to carry out your obligations under this Agreement. You agree to notify TempStars immediately and in writing of any misuse or misappropriation of TempStars's Confidential Information, which may come to your attention and to return TempStars's Confidential Information upon the request of TempStars. Confidential Information shall not apply to: (a) information that is or becomes a matter of public knowledge through no fault of or action by you, (b) information that prior to disclosure was rightfully in your possession as a result of disclosure by a third-party under no obligation or restriction of confidentiality, (c) information that, subsequent to disclosure, is rightfully obtained by you from a third-party under no obligation or restriction of confidentiality, and (d) information that is independently developed by you without use, knowledge or access to the Confidential Information of TempStars.
8. Return of Confidential Property
Upon TempStars's request (and upon termination of this Agreement), you will deliver to TempStars all Confidential Information, memoranda, notes, records, drawings, manuals, disks, or other documents and media pertaining to TempStars's business including all copies, extracts, summaries and analyses.
9. Dental Hygienists and Dental Assistants Referred by Affiliate

 For a referral to qualify for Affiliate Program compensation, the referred individual must be a dental hygienist or dental assistant duly qualified and certified to perform the duties of their dental profession in the state or province where they book and complete their TempStars temping shift(s). The referred person must prove to be a positive representative of TempStars values of reliability, professionalism and providing a positive temping experience for the dental offices where they work through TempStars connections, and the referral must receive more than fifty percent positive feedback from dental offices where they complete dental temping shifts through TempStars connections. The referral must keep their TempStars membership in good standing (Active, Pro or Elite) and not be on Probation, Blacklisted or Revoked status. Those referrals who do not fit all the above criteria of Section 9, determined at the sole decision and discretion of TempStars management, will not qualify for Affiliate Compensation.

1. Indemnification
You agree to indemnify and hold TempStars, its directors, officers, shareholders, successor and predecessor companies, attorneys, agents and employees harmless from any claim, demand, or damage, including reasonable attorneys' fees and costs, asserted by any third party due to or arising out of the your actions (including but not limited to advertising, web site content or how you otherwise direct potential customers to our site).
2. Limitations of damages
TempStars will not be liable to you for any exemplary, punitive, special or consequential damages, including lost revenues, lost profits or lost prospective economic advantage arising from any act or omission in performance or failure to perform under this Agreement, even if TempStars is at fault and/or knew or should have known of the possibility thereof, and you hereby release and waive any claims against TempStars regarding such damages.
3. Trademarks and other Intellectual Property
You acknowledge that all rights in any registered trademarks or any pending trademark registrations associated with the business of TempStars (i.e., trademarks, service marks, slogans, logos, designs and other similar means of distinction), including all goodwill pertaining thereto, shall be the sole property of TempStars. You may use and display such trademarks only in the manner and for the purpose authorized by TempStars, and only during the Term of this Agreement. TempStars reserves the right to add to, change or discontinue the use of any trademark it owns, on a selective or general basis, at any time. You shall not use any trademark or trade name of TempStars in any corporate, partnership or business name without TempStars's prior written consent. Sudden Turtle Dental Consulting Inc. is the owner of the TempStars trade name, brand and trademark.
4. Conduct
You agree to conduct yourself with due regard to public conventions and morals and agree that you will not do or commit any act or thing that will tend to degrade TempStars or bring it into public hatred, contempt, scorn or ridicule or that will tend to shock, insult or offend the community or ridicule public morals or decency. Further, you will not market TempStars's Site or products using illegal, unethical, or misleading methods, or through inaccurate content.
5. Modification to Terms
TempStars reserves the right to change these terms at any time and to notify you by updating and posting these terms on its Site ([www.tempstars.com](http://www.tempstars.com)/affiliates). TempStars is not bound by any other modifications to these terms and conditions unless signed in writing by an authorized TempStars officer.
6. Entire Agreement
This Agreement, the Site Terms and Conditions and the Site Privacy Policy, as amended from time to time, and located at https://tempstars.com/terms and <https://tempstars.com/privacy>, respectively, constitute part of this Agreement.
7. Assignment
This Agreement cannot be assigned.
8. Waivers
No failure or delay, on the part of TempStars, in exercising any right or power under these Terms will operate as a waiver of such right or power.
9. Severability
If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
10. Governing Law and Notices
In respect to construction, interpretation, validity and enforcement, these Terms are to be construed in accordance with and governed by the laws of the Province of Ontario in Canada. You consent to the exclusive jurisdiction of the courts of the Province of Ontario, Canada. Any notice under this Agreement will be in writing and delivered in person or by public or private courier service. All notices will be addressed to TempStars located at 807 Merritt Drive, Ontario Canada, L9T 4J9. Any notices to you may be delivered to you at the address, email address or facsimile number provided in your application, membership records or to any address later provided.
11. End User
The end user of TempStars's Material will be subject to the Site's Terms and Conditions and Privacy Policy.
12. Binding Effect
This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors of TempStars and you.
13. Headings
The headings, captions, titles, and numbering system are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

**Compensation Schedule**

The spirit and intent of the Compensation Schedule is to incentive and reward our Affiliates for referring quality members to TempStars. A quality referral is a dental hygienist or dental assistant who is duly qualified and licensed to practice within the scope of their dental profession, books and completes revenue-generating dental temping shifts and provides consistently positive temping experiences to the dental offices where they work through the TempStars platform service.

As such, the current version of TempStars Affiliate Program tracks the number of people referred who sign up using the Affiliate’s code, and the proportion of those referrals who complete revenue-generating actions on TempStars (completing temping shifts).

The more referrals an Affiliate refers to TempStars, and the higher the proportion who proceed to completed temping shifts, the higher the earnings and longer the residual earnings from Affiliate Rewards last for each referral.

Affiliate

**Qualifications:** When a dental hygienist or assistant signs up for TempStars using your referral code and completes a shift within 30 days of signing up, you earn 100% of the placement fee collected for that shift, taxes not included.

Ambassador

**Qualifications:** Refer 10-19 dental hygienists or assistants where 50% of your referrals complete temping shifts to become a TempStars Ambassador.

**Earnings:** Earn 100% of placement fees collected in the first 30 days, 50% of placement fees collected in 31-90 days

Inner Circle

**Qualifications:** Refer 20 or more dental hygienists or assistants where 50% of your referrals complete temping shifts to become a TempStars Ambassador.

**Earnings:** Earn 100% of placement fees charged in the first 30 days, 50% of placement fees collected in 31-90 days and 10% of placement fees

Note #1: For Canadian residents, the earnings during first 30 days are 50% of the temping placement fee collected

Note #2: Multiple accounts for the same hygienist or assistant will void qualification as an Affiliate Referral