

Shifters Affiliate Program – Terms of Participation

Date: 2025-10-16

1. Parties and Purpose

SHIFTERS CONSULTORIA E SOFTWARE LTDA - EPP, a limited liability company headquartered at Rua Mourato Coelho, 957, Pinheiros, São Paulo/SP, CEP 05417-011, CNPJ/MF 15.563.090/0001-04 (“SHIFTERS” or “Company”), and the “Affiliate,” an approved legal entity, enter into this instrument establishing the rules of the Affiliate Program, including commissions, tracking via Go High Level (“HighLevel”) and integrations (including Stripe), brand use, compliance, and payment conditions.

2. Definitions

- **“Eligible Lead”**: a lead generated via the Affiliate’s link/UTM/proof of origin, with valid data and in compliance with this instrument.
- **“Eligible Sale”**: a transaction for which (i) funds have been effectively received by SHIFTERS, and (ii) the 30 (thirty) calendar day refund/chargeback period from the initial charge has fully elapsed without refund/chargeback.
- **“Commission Period”**: up to 12 (twelve) months of billing for the referred customer, counted from the start of billing.
- **“Affiliate Portal”**: the HighLevel environment/URL indicated by SHIFTERS to report clicks, leads, and sales.
- **“Promotional Materials”**: creatives, brands, trade names, and guidelines provided/ approved by SHIFTERS.

3. Eligibility, Enrollment, and Onboarding

- 1) Participation is restricted to legal entities, subject to SHIFTERS’ approval and ongoing requirements.
- 2) The Affiliate must provide truthful tax and banking information for payment.
- 3) SHIFTERS may refuse, suspend, or terminate participation at any time in case of violation, reputational risk, or fraud.

3-A. Identity Verification (KYC – Know Your Client) and Compliance

SHIFTERS may require, during onboarding and mandatorily before the first payment, identity and qualification verification (KYC), including corporate documents, bank proof, business address, identification of ultimate beneficiaries, and tax/AML declarations. Failure to satisfactorily complete KYC/AML may result in access suspension, payment hold, and/or termination.

3-B. Affiliate Tiers and Campaign Access

Standard: access to standard campaigns and general materials per the current commission table.

VIP: access, upon approval, to VIP campaigns and differentiated incentives.

SHIFTERS may review tier monthly based on volume, quality (retention/chargeback), and compliance, with the ability to promote or downgrade the Affiliate with notice. VIP campaigns are exclusive to VIP or invited affiliates and may have additional rules.

3-C. Active Campaigns and Access Rules

- Platform Funnel (Standard): 30% commission (default attribution window: 30 days last-click).
 - VIP Platform Funnel (VIP): 50% commission (default attribution window: 30 days last-click).
 - Manifesto Funnel (Standard): 30% commission (default attribution window: 30 days last-click).
 - VIP Manifesto Funnel (VIP): 50% commission (default attribution window: 30 days last-click).
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- Additional campaigns: SHIFTERS may create, modify, or discontinue campaigns and/or funnels at any time, including with specific rules (commission, attribution window, materials, eligibility, tier limitation, and invitations). Such rules will be published in the Affiliate Portal and/or via written communication and, where specific, will prevail over general TOS rules for the respective campaign.

3-D. Commission Structure by Plan (exact 30%)

- Basic Plan — 97 USD/month → 30% = 29.10 USD/month
- Starter Plan — 497 USD/month → 30% = 149.10 USD/month
- Professional Plan — 1,497 USD/month → 30% = 449.10 USD/month
- Enterprise Plan — 4,997 USD/month → 30% = 1,499.10 USD/month

Notes: (i) monthly commission is calculated as 30% of the amount effectively billed in the month; (ii) upgrades/downgrades adjust that month's commission; (iii) plans/prices may change; (iv) payments may occur in BRL when applicable.

4. Tracking, Cookies, and Integrations

- Commission tracking and attribution are performed exclusively via HighLevel (cookies/UTMs) and integrations (including Stripe).
- Attribution rule: last-click recorded by HighLevel, default 30 (thirty) day window, unless otherwise specified in campaign rules.
- If multiple clicks occur within the window, the last recorded click in HighLevel prevails. Between different affiliates, the last chronological click prevails. Direct traffic without click does not override a valid affiliate click. Organic clicks without affiliate UTM do not generate commissions.
- For specific campaigns, SHIFTERS may disclose different attribution rules (e.g., first-touch), which prevail only for the indicated campaign, subject to prior notice.
- The Affiliate must use the provided links/UTMs exclusively and must not alter tracking parameters.
- The Affiliate must maintain its own privacy policy disclosing cookies/UTM usage.
- Services currently do not respond to "Do Not Track" signals.

- Third-party failures (HighLevel, Stripe, LLMs, CRMs, email and analytics) do not create commission presumptions.

5. Privacy, LGPD, and Security Incidents

Personal data processing will observe SHIFTERS' Privacy Policy available at <https://app.shifters.ai/partner-program-conditions>, LGPD (Law 13.709/2018), and applicable norms. Processing roles: as a rule, SHIFTERS and the Affiliate act as independent controllers for personal data each collects in their environments. When the Affiliate processes data exclusively following SHIFTERS' instructions using means determined by SHIFTERS, it will act as a processor. Sub-processors/third parties: HighLevel, Stripe, and other necessary providers may process personal data per contractual safeguards. International data transfers may occur. The Affiliate must implement reasonable administrative, technical, and physical measures to protect personal data, including access control, strong passwords, 2FA when available, and minimal logs. Relevant incidents must be notified to SHIFTERS within 48 (forty-eight) hours after becoming aware. Security incidents will be handled per the Privacy Policy (including notifications to ANPD and data subjects, when required).

6. Materials, IP, and Brand Use

SHIFTERS grants a limited, non-exclusive, revocable license to use Promotional Materials only within the Program and per guidelines. It is prohibited to alter brands, create confusion, register confusing domains/handles, perform brand bidding, or deceptive SEO. "SHIFTERS", "TURBOFLOW", and "TURBOFLOWS" are trademarks of SHIFTERS – CONSULTORIA E SOFTWARE LTDA – EPP.

7. PROHIBITED Keywords in Ads (Brand Bidding and Variations)

It is strictly prohibited to bid on or use in metatags, titles, descriptions, extensions, domains, subdomains, redirects, broad/phrase/exact match, or deliberate typo variations of words and expressions related to the SHIFTERS brand and its variations/typosquats, including combinations with terms such as "login," "price," "plans," "support," "contact," "phone," "panel," "dashboard," "official," "website," "site," "trial," "vs," "alternative," "competitor," "compare," "turboflow," "turboflows," "turboflow ai," and related terms in ads.

Examples (illustrative and non-exhaustive list): shifters.ai, www.shifters.ai, shifters, shifters ai, www shifters, www shifters ai, shifters.com, www.shifters.com, shifters io, shifters.io, www.shifters.io, shifters.ai site, site shifters.ai, login shifters.ai, www.shifters.ai login, shifters.ai official shifters.ai website, shifters.ai support, shifters.ai support, shifters.ai contact, shifters.ai contact, shifters-ai, shifters . ai, shifters. ai, shifters - ai, www shifters ai, www-shifters-ai, www.shifters ai, www. shifters.ai, shifter.ai, shiftersa.ai, shifetrs.ai, shiftrs.ai, shiftersa i, shiftrs ai, shiftersai, shifters-a i, shiftersa.i, shifte rs.ai, shifters .ai, shiftes.ai, shiftrrs.ai, shiftersa- i, shiftesr.ai, shifterz.ai, skifters.ai, shifgters.ai, shiftersaoi, shifters.a1, shifters.aí, shifters.aî, shifters.aiy, shifters.ia, shiftr.es, shifters_ai, www.shifter.ai, www.shiftersa.ai, www.shifetrs.ai, www.shiftrs.ai, www.shiftersai, www shifters ai, www-shifters.ai, www.shiftes.ai, www.shifterz.ai, www.skifters.ai, www.shifgters.ai, www.shifters.a1, www.shifters.ia, www.shifters.aiy, www.shifte rs.ai, www.shifters .ai, www.shiftesr.ai, shifters.co, shifters.cmo, shifters.con, shifters.ao, shifters.ia, shifters.ii, shifters.aio, shifters.aix, shifters.aî, shifters.aí, www.shifters.co, www.shifters.cmo, www.shifters.con, www.shifters.ao, www.shifters.ia, www.shifters.ii, www.shifters.aio, www.shifters.aix, www.shifters.aî, www.shifters.aí, shiftersai, shifters-ai, shifters-ai,

shifters.ai, shifters.ai, shifters(ai), shifters[ai], shifters{ai}, shifters/ai, shifters\ai, shifters+ai, shifters=ai, shifters,ai, shifters;ai, shifters ai login, shifters ai pricing, shifters ai preço, shifters ai planos, shifters ai trial, shifters ai suporte, shifters ai contato, shifters ai telefone, shifters ai site, shifters ai oficial, shifters ai painel, shifters ai dashboard, www shifters ai login, www shifters ai pricing, www shifters ai support, www shifters ai contact, www shifters ai site, www shifters ai official, www shifters ai panel, shifters ai vs, shifters ai alternative, alternative to shifters ai, shifters ai competitor, compare shifters ai.

Comparative or “review” content that mentions the brand may be permitted with SHIFTERS’ prior written approval, provided that it is: (i) true; (ii) not misleading; and (iii) does not use prohibited keywords in ads.

8. Affiliate Conduct

Prohibited: spam, deceptive practices, unauthorized incentivized traffic, masking (VPN/proxy), self-purchase/self-attribution, deceptive redirects, and unsubstantiated claims. Comply with advertising and consumer laws, LGPD, CAN-SPAM, and ad platform terms. SHIFTERS may require traffic origin proof and conduct reasonable audits.

8-A. Self-Referrals and Related Parties

The Affiliate may not generate commissions on purchases by the Affiliate itself, its partners, officers, employees, contractors, spouses, or relatives up to the 2nd degree, as well as by affiliated, controlled, or controlling companies. SHIFTERS may disallow commissions, reverse payments, and terminate participation in case of violation.

9. AI-Generated Content

The Affiliate acknowledges AI content may contain inaccuracies; the Affiliate is responsible for review and legal compliance. SHIFTERS is not liable for losses/damages arising from such use.

10. Commissions, Period, and Eligibility

- 1) Commission per the campaign in effect at acceptance, applicable to the referred customer’s billing for up to 12 months.
- 2) Leads/sales must be tracked in HighLevel and comply with this TOS.
- 3) Refunds/chargebacks before payout: exclusion; after payout: reversal/deduction from future payments; if no balance within 60 days, the Affiliate must reimburse.
- 4) If tracking is unavailable, SHIFTERS may, at its sole discretion, validate commissions via robust alternative evidence (e.g., Stripe logs, order proof, email/ID matching a click within the period), without creating an obligation.
- 5) An “Eligible Sale” is consolidated only after: (i) effective receipt of funds by SHIFTERS; and (ii) the full lapse of 30 (thirty) calendar days of the refund/chargeback period without refund/chargeback. Upgrades within 12 months from the first billing are commissionable per the current table, provided they are tracked to the same Affiliate. Reactivations after cancellations >60 days are new sales only with a new valid last-click within the 30-day window.

10-A. Alignment with Customer Billing Calendar

The 12-month Commission Period is counted from the customer's first effectively charged billing. Months without effective billing do not generate commissions but count toward the 12-month period, except cancellations >60 days. Reactivations within 60 days preserve the original period; after 60 days, only with a new valid last-click within 30 days. Upgrades/downgrades billed within the 12-month period are commissionable per the current table and valid attribution.

11. Reports, Disputes, and Audit

Reports will be available in the Affiliate Portal. The dispute window is 30 days after the report/payout (whichever occurs first). SHIFTERS may share minimal technical logs under confidentiality. Disputes should include order IDs, customer email, click date/time, link/UTM URL, and screenshots/exports from HighLevel/analytics.

11-A. Audit and Record Retention (24 months)

SHIFTERS may conduct reasonable audits up to 2 times per calendar year, with 5 business days' prior notice, limited to necessary data. The Affiliate will retain for at least 24 months after each payment: UTMs/links, screenshots/exports, traffic origin proof when applicable, and relevant communications. Additional audits may occur upon indications of fraud or material violation.

12. Payments (Payout)

Eligibility: commissions paid only when funds are received and the 30-day refund/chargeback period has elapsed. Cycle Close: last day of each month (11:59 pm Brasília), covering only Eligible Sales meeting both criteria by that date. Payment Term: NET-15 from cycle close; best efforts within 10 business days. Minimum threshold: USD 100 (or BRL equivalent) to defer to next cycle. Methods: PayPal and domestic bank transfer (Pix); others (Wise/Swift) at SHIFTERS' discretion. Fees/FX are Affiliate's responsibility unless stated. Foreign affiliates: USD via Wise, PayPal Business, or Swift; invoice required describing "affiliate marketing services - [period]"; KYC/AML may apply.

12-A. Reversals and Negative Carry

Refund/chargeback after payment will be offset ("negative carry"). If insufficient balance for 60 days, Affiliate must settle the difference; SHIFTERS may offset with future credits.

13. Support and SLA

Response within up to 2 business days. Third-party outages do not create presumed commissions.

14. Suspension, Cure, and Termination

Notice to cure within 7 business days except in fraud/serious violations; otherwise suspension/termination. Termination for convenience with 15 calendar days' prior notice.

Automatic removal at 12 months does not prejudice commissions still due for billings within the 12-month period, provided trackable and eligible.

15. Third Parties and Integrations

Compliance with terms of HighLevel, Stripe, LLM providers, CRMs, email/analytics. SHIFTERS is not responsible for practices of these third parties.

16. Confidentiality

Non-public information regarding rates, reports, funnels, and technology is confidential and may not be disclosed without written consent, except under legal obligation.

17. Limitation of Liability

Total liability limited to commissions paid in the 6 months preceding the event. Indirect, special, incidental, punitive damages and lost profits excluded to the extent permitted by law.

18. Affiliate Representations and Warranties

Affiliate has capacity and authorizations; materials/practices comply with law; will maintain consent records when required; and will comply with this TOS and updated guidelines.

18-A. Indemnification and Defense

Affiliate will indemnify SHIFTERS for losses, damages, and costs (including reasonable attorneys' fees) arising from TOS violations, IP infringements, spam, deceptive advertising, or legal non-compliance, with notice and right to defense/cooperation when applicable.

19. Updates and Document Hierarchy

SHIFTERS may update with notice via Portal/email. Continued use indicates agreement. Material changes affecting compensation, attribution, or tracking will be communicated at least 10 days in advance, unless law/urgency. In conflict with operational materials, this TOS prevails; between this TOS and Privacy Policy/Customer Terms, the document specifically applicable to the subject prevails per context.

19-A. Material Changes and Portal Acceptance

Material changes will be prospective and submitted to clickwrap acceptance in the Portal when applicable, plus prior notice via email/portal with 10 days, except urgency or regulatory imposition.

20. Governing Law and Venue

Brazilian law; courts of São Paulo/SP; optional arbitration by the Brazil-Canada Chamber of Commerce (São Paulo) by mutual agreement; otherwise courts prevail.

21. Communications

Preferably via the Affiliate Portal and registered email. Affiliate must keep contact data up to date.

22. General Provisions

Severability; assignment by SHIFTERS to affiliates/assignees; no assignment by Affiliate without consent; no employment/partnership/agency; independent contractor.

22-A. Anti-Circumvention and Non-solicit

Prohibited to contact SHIFTERS' customers or prospects to circumvent attribution/commission rules for 12 months from last tracked interaction; SHIFTERS may terminate and disallow commissions in case of violation.

ANNEX A – IP and Brand Guidelines

Use only official logos/materials provided; no distortions or recreations. Brand bidding and Prohibited Keywords are forbidden. Do not register domains/social handles confusingly similar to SHIFTERS, TURBOFLOW, or TURBOFLOWS. Submit materials for prior approval when in doubt.

ANNEX B – Operational Flow and Payout

Onboarding: partner creation/activation; links/UTMs; Portal access. Tracking: HighLevel with cookies/UTMs (last-click) and Stripe; monthly reconciliation. Active Campaigns (current): Platform – 30%; VIP Platform – 50%; Manifesto – 30%; VIP Manifesto – 50%. New campaigns may be published in the Portal with specific rules and tier eligibility. Payout: 30-day refund hold; inclusion only after hold end and funds received; NET-15 after close; internal threshold USD 100 (or BRL equivalent); “Paid” mark in HighLevel; Domestic transfer (Pix); Wise/Swift when applicable. Refunds/chargebacks: exclusion before payment; reversal/offset after; collection if no balance for 60 days; negative carry applies.

ANNEX C – Additional Definitions and Useful Links

Chargeback: payment method reversal. Cookies/UTMs: attribution tracking technologies. Affiliate Portal: environment controlled by SHIFTERS/HighLevel for reports. Privacy Policy (Partners): <https://app.shifters.ai/partner-program-conditions>. Terms and Conditions (customers): <https://app.shifters.ai/terms-and-conditions>. Affiliate Portal: <https://shifters-ai.app.clientclub.net/>. Affiliate Landing: <https://go.shifters.ai/affiliate-page>.