DrAmyJohnson.com Change Ambassador Program

Policies & Agreement

By checking the box on the Change Ambassador registration page, all DrAmyJohnson.com ("DAJ")

Change Ambassadors are agreeing to remain in compliance with the below policies and terms.

Commission

1. Commission Rates. Commissions are a fixed percentage based on all product purchases except for

subscriptions, the Change Coach Training Certification Program, and select live workshops, events,

and/or retreats. DrAmyJohnson.com reserves the right to add/remove commission exceptions at any time.

**Commission Percentages\*:** 

Certified Change Coaches: 25%

Everyone Else: 20%

\*Your commission percentage depends on whether or not you hold the valid title of "Certified Change

Coach", as determined and distributed by <u>DrAmyJohnson.com</u>. If you would like to learn more about the

Change Coach Certification Program, click here or navigate to our website to learn more.

2. Limitations:

a. You will receive a commission for all purchases made by a new customer who is not in an active sales

process with us at the time of the Change Ambassador link click.

b. Change Ambassador links may rely on cookies to track referrals. Therefore if cookies get cleared, we

may not be able to track these events.

c. Cookie windows are set for 90 days. Cookie windows, aka cookie durations, are how long small bits of

data (a "cookie") are coded to last in a customer's browser from the initial click of your Referral URL. DAJ

has a 90-day cookie window, which means you have 90 days after someone first uses your link to get a

commission on one of their purchases from our site.

d. Only Change Ambassador links can be used to track referrals. Incorrect use of Change Ambassador

links will cause an inability to track referrals.

e. Fraudulent or stolen attribution is a non-payable event. If we suspect fraud (for example, if we see that signups are all from the same city or IP address) we may require you to prove that the referrals are valid.

f. With the exception of Certified Change Coaches, you will **not** receive commission for any product purchases made for yourself using your Ambassador Link. Our team screens all Change Ambassador sales prior to commission payouts and will exclude anything related to self-purchases.

- 3. <u>Upgrades/downgrades</u>. You do not receive an additional commission if a customer purchases additional products in the future. If a customer downgrades, you will receive the commission associated with that downgrade.
- 4. <u>Attribution</u>. In the event a single customer clicks two different Change Ambassador links, the last Change Ambassador gets the credit. For example, if a referral of yours goes to our site using your Referral Link and doesn't buy anything right away and then uses another Change Ambassador's Referral Link to visit our site again and, in this case, does buy something, then the second Change Ambassador will get that commission. We do, however, reserve the right to modify this in certain circumstances.

#### **Promoting Dr. Amy Johnson**

## 1. Dr Amy Johnson Branding

\*Note: This section may be edited and/or added to periodically. If at any point you are unsure about any material or marketing content that you are using to promote DrAmyJohnson.com, please do not hesitate to reach out to us at <a href="mailto:support@dramyjohnson.com">support@dramyjohnson.com</a> so we can assist you.

#### Do:

- Say Dr. Amy Johnson or Dr. Amy.
- Capitalize the first letter of each word, except "of", in: "The Little School of Big Change."
- Always refer to it as "The Little School of Big Change" (using the word "The") or the acronym "LSBC" for short.

#### Do Not:

Drop "The" in "The Little School of Big Change." This should never be referred to as "Little School of Big Change."

- Say "Amy Johnson"
- Stretch logos

 Use false or misleading statements on the benefits of our products/services (e.g. "You can stop taking your anti-anxiety medications with this." or "Lose X lbs by taking the Freedom from Binge-Eating course").

## 2. What to call yourself

Do: Say you're a "Dr. Amy Johnson Change Ambassador" or "Change Ambassador".

**Do Not:** Refer to yourself as a Partner or that you've "partnered with DrAmyJohnson.com." This includes press releases, references in videos, listings on your website, or any other marketing material you may be using.

## 3. Buying Ads

You cannot purchase ads that direct to your site(s) or through a Change Ambassador link that could be considered as competing with DrAmyJohnson.com's own advertising, including, but not limited to, our branded keywords. If running ads, please direct the ad to your own website (and not to DrAmyJohnson.com).

#### Policies that don't fit into the other buckets

<u>Sharing Placements</u>: When requested, you'll share the places you've used your Change Ambassador link. This includes, but is not limited to, links, screenshots, and email sends.

<u>Purchasing DrAmyJohson.com Products yourself</u>: One of the benefits of the Change Ambassador Program is we don't require you to purchase our products. Though if you do decide to purchase, we will not allow you to use your Change Ambassador link, and thus earn a commission on your purchases, unless you are a Certified Change Coach. The DAJ team screens all Change Ambassador sales prior to commission payouts and will exclude anything related to self-purchases. If this is a repeatable offense, we reserve the right to remove you from the Change Ambassador Program.

You must be FTC compliant and disclose in a clear way before the Change Ambassador link that you will receive a commission if someone clicks through and purchases.

## **LEGAL TERMS**

#### **PROGRAM SIGN-UP**

In order to sign up for our Change Ambassador Program, you will first be asked to submit a Change Ambassador Application. The Change Ambassador Application may be found at the following website:

## https://dramvjohnson.com/change-ambassador-application/

Submitting a Change Ambassador Application does not guarantee inclusion in the Change Ambassador Program. We evaluate each and every application and are the sole and exclusive decision-makers on Change Ambassador acceptance. If we choose not to allow your inclusion in the Change Ambassador Program, we will attempt to notify you in a reasonable manner. If you do not hear from us within a reasonable time frame, please consider your application rejected. We are not obligated to provide you with an explanation for your rejection, but please be advised we may reject applicants for any reason or manner, including but not limited to a website or social media page which violates our Acceptable Use Policy, listed below.

If your Change Ambassador Application is rejected, you may not reapply. If your Change Ambassador Application is accepted, each of the terms and conditions in this Agreement applies to your participation. We may also ask for additional information to complete your Change Ambassador Application or for you to undertake additional steps to ensure eligibility in the Change Ambassador Program.

# 1) NON-EXCLUSIVITY

This Agreement does not create an exclusive relationship between you and us. You are free to work with similar Change Ambassador program providers in any category. This agreement imposes no restrictions on us to work with any individual or company we may choose.

#### 2) CHANGE AMBASSADOR PROGRAM

After your acceptance in the Change Ambassador Program, you must ensure your account is set up thoroughly, including specific payout information and location (such as a bank or online account which we may use to post payment).

<u>Please be advised that below is a general description of the Change Ambassador Program.</u>

<u>Everything contained in this subsection is subject to the specific terms and conditions throughout the rest of this Agreement.</u>

We will provide you with a specific link or links which correspond to certain products we are offering for sale (collectively, the "Link"). The Link will be keyed to your identity and will send online users to the Company's website or websites. You hereby agree to fully cooperate with us regarding the Link and that you will explicitly comply with all of the terms of this Agreement for the promotion of the Link at all times. We may modify the specific link or links and will notify you if we do so. You agree to only use links that are prior approved by us and to display the Link prominently on your website or social media page.

Each time a user clicks through the Link posted on the Change Ambassador Site and completes the sale of product or service and we determine it is a Qualified Purchase, as described below, you will be eligible to receive the following percentage of the sale depending on whether or not you hold the valid title of "Certified Change Coach", as determined and distributed by DrAmyJohnson.com:

- Certified Change Coaches: 25% (twenty-five percent).
- Everyone else: 20% (twenty percent).

#### 3) SPECIFIC TERMS APPLICABLE

We will determine whether a payout is permissible in our sole and exclusive discretion. We reserve the right to reject clicks and/or sales that do not comply with the terms of this Agreement.

Processing and fulfillment of orders will be our responsibility. We will also provide real-time data regarding your account with us through the portal on which you log into the website.

As described above, in order to be eligible for payout, user purchases must be "Qualified Purchases." Qualified Purchases:

- a) Must not be referred by any other partner or Change Ambassador links of the Company (in other words, Qualified Purchases are only available through your specific Change Ambassador Link;
- b) May not be purchased by an already-existing partner or Change Ambassador of the Company;
- c) May not be purchased prior to the Change Ambassador joining the Change Ambassador Program;
- d) May only be purchased through a properly-tracking Change Ambassador Link;
- e) May not be purchased by a customer in violation of any of our legal terms or Acceptable Use Policy;
- f) May not be fraudulent in any way, in the Company's sole and exclusive discretion;
- g) May not have been induced by the Change Ambassador offering the customer any coupons or discounts:

# 4) PAYOUT INFORMATION

Payouts will only be available when the Company has your current contact and PayPal account information. Accounting information may include the routing and account number of a bank where you wish to post a direct deposit or may include an email address for an online method of payment.

Currently, the Company employs the following methods of payout:

## **PayPal**

For any changes in your address or accounting information, you must notify us immediately and we will endeavor to make the changes to your payout information as soon as possible.

Payouts will be available the quarter after they accrue. For example, if payouts are made every quarter, an entire 90 day period must finish for the payout of that period to be available in the following period. We will distribute payouts during the first full business week after the end of a quarter.

We explicitly reserve the right to change payout information in our sole and exclusive discretion. If we do so, you will be notified.

For any disputes as to payout, the Company must be notified within thirty days of your receipt of the payout. We will review each dispute notification as well as the underlying payout transaction to which it is related. Disputes filed after thirty days of payout will not be addressed.

## 5) REPORTS

You may log into your account with us to review reports related to your affiliation, such as payout reports and Qualified Click and/or Purchase information. Please be advised, however, that not all listed qualifying clicks and/or purchases have been fully reviewed for accuracy in the reports viewable by you in real-time and therefore may be subject to change prior to payout.

## 6) TERM, TERMINATION & SUSPENSION

The term of this Agreement will begin when we accept you into the Change Ambassador Program. It can be terminated by either Party at any time with or without cause.

You may only earn payouts as long as you are a Change Ambassador in good standing during the term. If you terminate this Agreement with us, you will qualify to receive payouts earned prior to the date of termination.

If you fail to follow the terms of this Agreement or any other legal terms we have posted anywhere on our website or websites, you forfeit all rights, including the right to any unclaimed payout.

We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material.

At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

## 7) INTELLECTUAL PROPERTY

You agree that the intellectual property owned by the Company includes all copyrights, trademarks, trade secrets, patents, and other intellectual property belonging to the Company ("Company IP").

Subject to the limitations listed below, we hereby grant you a non-exclusive, non-transferable, revocable license to access our websites in conjunction with the Change Ambassador Program and use the Company IP solely and exclusively in conjunction with identifying our company and brand on the Change Ambassador Site to send customers to the Change Ambassador links we provide. You may not modify the Company IP in any way and you are only permitted to use the Company IP if you are a Change Ambassador in good standing with us.

We may revoke this license at any time and if we find that you are using the Company IP in any manner not contemplated by this Agreement, we reserve the right to terminate this Agreement.

Other than as provided herein, you are not permitted to use any of the Company IP or any confusingly similar variation of the Company IP without our express prior written permission. This includes a restriction on using the Company IP in any domain or website name, in any keywords or advertising, in any metatags or code, or in any way that is likely to cause consumer confusion.

Please be advised that your unauthorized use of any Company IP shall constitute unlawful infringement and we reserve all of our rights, including the right to pursue an infringement suit against you in federal court. You may be obligated to pay monetary damages or legal fees and costs.

You hereby provide us a non-exclusive license to use your name, trademarks, and servicemarks if applicable and other business intellectual property to advertise our Change Ambassador Program.

#### 8) MODIFICATION & VARIATION

The Company may, from time to time and at any time, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement. If we update or replace the terms of this Agreement, we will let you know via electronic means, which may include an email. If you don't agree to the update or replacement, you can choose to terminate this Agreement as described below.

- a) To the extent any part or subpart of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.
- b) You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear your cache when doing so to avoid accessing a prior version of this Agreement.

#### 9) RELATIONSHIP OF THE PARTIES

Nothing contained within this Agreement shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. You are an independent contractor of the Company and will remain so at all times.

# 10) ACCEPTABLE USE

You agree not to use the Change Ambassador Program or our Company for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Change Ambassador Program in any way that could damage our websites, products, services, or the general business of the Company.

- a) You further agree not to use the Change Ambassador Program:
- I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- II) To violate any intellectual property rights of the Company or any third party;
- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;

- V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- VI) To publish or distribute any obscene or defamatory material;
- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII) To unlawfully gather information about others.