

# **Carolin Soldo Coaching and Events, LLC**

## **Brand Your Passions Client Ambassador Program**

### **Terms and Conditions**

We are so excited that you would like to become part of the Brand Your Passions Client Ambassador Program! Please read these Terms & Conditions carefully. We appreciate our Brand Your Passions Client Ambassadors, and we want you to succeed in our promotions. We also want to serve you and our clients with 100% integrity and compliance with the law. As part of the Brand Your Passions Client Ambassador Program, we expect you to conduct yourself with professionalism and care as set forth in these Terms & Conditions.

The purpose of these Terms & Conditions is to set forth the details about our Brand Your Passions Client Ambassador Program so that you can be clear at the outset as to how our communication and relationship works.

By becoming part of the Brand Your Passions Client Ambassador Program of Carolin Soldo Coaching and Events, LLC, you agree to abide by these Brand Your Passions Client Ambassador Program Terms & Conditions, as well as the general Terms & Conditions that appear on [carolinsoldo.com](http://carolinsoldo.com).

Here are a few definitions to help you understand these Brand Your Passions Client Ambassador Program Terms & Conditions:

- “Enrollee” is any person who signs up for our Program or product (“Program”).
- “Brand Your Passions Client Ambassador Program Link” means any unique URL designated by us for you which allows us to identify Enrollees to the Program as originating from you.
- “Commission” is the amount of money that will be paid by us to you based on a flat fee on sales that originate through your unique Brand Your Passions Client Ambassador Program Link, based on the information below.
- “Confidential Information” shall include any information, whether oral, written or observed, regarding the terms of this Agreement or content of the Program.

#### **1. Brand Your Passions Client Ambassador Program Link**

You are participating as part of the Brand Your Passions Client Ambassador Program through our invitation or by request. All Brand Your Passions Client Ambassador Program designations are subject to approval by us in our sole discretion.

Once you have elected to be part of the Brand Your Passions Client Ambassador Program, you will be issued a unique URL “Brand Your Passions Client Ambassador Program Link” which allows us to identify Enrollees to the Program as originating from you. These Enrollees are tracked with your Brand Your Passions Client Ambassador Program Link and sales are recorded accordingly.

To receive Commissions, you must use the Brand Your Passions Client Ambassador Program Link provided to you. You are solely responsible for insuring that the Brand Your Passions Client Ambassador Program Link is set up properly to qualify for Commissions. If you notice a problem with your Brand Your Passions Client Ambassador Program Link, please let us know immediately by e-mailing [jessica@carolinsoldo.com](mailto:jessica@carolinsoldo.com).

## **2. Brand Your Passions Client Ambassador Program Commissions and Payment**

Brand Your Passions Client Ambassador Program Commission. We will pay you a Commission of \$500 (excluding tax) for each Enrollee who signs up for the Program using your Brand Your Passions Client Ambassador Program Link. You will receive your \$500 commission once the student has paid in full. For Enrollees who pay in monthly installment payments, you will receive your Commission Payments prorated once the payments are made from the Enrollee to Carolin Soldo Coaching & Events, LLC. Although the Brand Your Passions Client Ambassador Program is not limited to the United States, all payments will be made in U.S. dollars.

Enrollees to Whom Commission Applies. This Commission applies to any Enrollee in the Program (including you) who signs up using your unique Brand Your Passions Client Ambassador Program Link as a result of your own email and/or social media marketing promotions, or through other means of communication by you, provided that the Enrollee signs up for The Program through your unique Brand Your Passions Client Ambassador Program Link and you comply with any promotional requirements for the Program. You may earn a Commission on your own enrollment in the Program if you meet the promotional requirements for the Program as stated on the Brand Your Passions Client Ambassador Program Website page which may vary from time to time.

14-Day Lapse. For a sale to generate a Commission to you, the Enrollee must provide payment, either in full or by installment, and allow a 14-day period after the Program enrollment period ends to allow for proper calculation of the Brand Your Passions Client Ambassador Program Commission.

Payment of Commission. The Commission shall be paid by us to you through Paypal or directly to your bank account based on our discretion, and you are authorizing us to make such payments via Stripe, Paypal or by another standard payment format. All Commissions earned will be paid as follows:

- For Enrollees who pay in full, the Brand Your Passions Client Ambassador Program Member will receive his/her Commission in a lump sum of \$500 by the 15th of the month for any commissions earned during the previous month.
- For Enrollees who pay by monthly installment payments, the Brand Your Passions Client Ambassador Program Member will receive his/her Commission prorated by the 15th of the month for any commissions earned during the previous month.

Earning a Commission on Own Enrollment in Program: Should the Brand Your Passions Client Ambassador Program Member wish to enroll in the Program him/herself, as a thank you gift to the Brand Your Passions Client Ambassador Program Member by us, the Brand Your Passions Client Ambassador Program Member's own enrollment will qualify the Brand Your Passions Client Ambassador Program Member for the Commission provided: (1) he/she signs up through his/her own unique Brand Your Passions Client Ambassador Program Link, and (2) the Brand Your Passions Client Ambassador Program posts at least 3 social media posts that tag Carolin Soldo and that include his/her Brand Your Passions Client Ambassador Program Link before the last date of enrollment in the Program.

### **3. Intellectual Property Rights**

We reserve all rights in and to our Program names and all related trademarks, trade names, logos, taglines, slogans, images and similar identifying marks related to the Program and Carolin Soldo and Events, LLC (collectively, the “Trademarks”).

We grant you a non-exclusive right to display the Trademarks on your website, e-mail and social media communications in connection with your Brand Your Passions Client Ambassador Program Link and promotion of the Program, because we want you to use them in promoting the Program.

You understand that you may not change the proportion, color or font of the Trademarks, or otherwise alter the Trademarks because that would be changing the branded look of the Program. You may not display the Trademarks in any manner that implies sponsorship or endorsement by us, except of your involvement as a Brand Your Passions Client Ambassador Program Member as described in these Brand Your Passions Client Ambassador Program Terms & Conditions.

The Trademarks may not be used to register Internet domain names for any purpose. You may not use the Trademarks to disparage us, our products or services, or in a manner which, in our reasonable judgment, may diminish or otherwise damage our goodwill in the Trademarks.

You acknowledge that all goodwill generated through your use of the Trademarks will inure to our benefit and you hereby assign to us any and all goodwill generated through your use of the Trademarks, without any payment or other consideration of any kind to you. You further agree to take all actions necessary to effect such assignment. Whenever you stop being a Brand Your Passions Client Ambassador Program Member you must cease to use the Trademarks.

You agree not to frame your website to look like our website or to utilize our branding or Trademarks in any way that would confuse customers or the general public as to who is hosting or promoting the Program.

You agree to not purchase or register any keywords, search terms or other identifiers related to our Trademarks or the trade or service marks or names of our primary competitors, including misspellings or variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service.

You agree to not purchase or register any domains or other identifiers that include variations on our Trademarks or names intended to approximate misspellings or typographical mistakes of same or which otherwise would constitute typo or domain squatting, including variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service unless otherwise agreed to by us.

### **4. Anti-SPAM Policy**

You agree to not send unsolicited mail or SPAM mail to promote the Program or any of our products or services. This action will result in immediate termination of your account with a cancellation of any pending Commissions. You will also be in violation of these Brand Your Passions Client Ambassador Program Terms & Conditions and may be subject to legal action.

## **5. Website and Other Restrictions**

You explicitly state and agree that your website, e-mail and/or social media content does not promote, endorse or display: (a) sexually explicit material or violence; (b) illegal or unlawful activities, or (c) discrimination based on race, sex, sexual orientation, religion, national origin, or physical disability.

Additionally, you agree not to: (a) read, intercept, record, or redirect any electronic form or other materials submitted to us by any person or entity; (b) take any action that could reasonably cause any customer confusion as to your relationship with us or as to the website on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; or (c) spam automated or anonymous links to social media pages or search engines.

We reserve the right to cancel your participation, withhold or cancel your Commissions, or take any other action at our sole discretion should you conduct any of the behavior above or fail to operate with integrity or within the guidelines of these Brand Your Passions Client Ambassador Program Terms & Conditions.

## **6. Confidential Information**

Any personally-identifying information about any Enrollee, or any other confidential, proprietary or personally-identifying information related to the Program, our Brand Your Passions Client Ambassador Program Members, our company, and our team (“Confidential Information”) shall be held in trust and confidence and you agree that you will not disclose such Confidential Information to anyone else or use it for any purpose other than as required by these Brand Your Passions Client Ambassador Program Terms & Conditions, with the exception of your employees, contractors or agents who have a legitimate reason to know such Confidential Information in order for you to perform your obligations and duties pursuant to serving as a Brand Your Passions Client Ambassador Program Member.

## **7. Termination**

Your relationship to us as a Brand Your Passions Client Ambassador Program Member remains in effect until terminated by either party in writing via e-mail. You may terminate your relationship as a Brand Your Passions Client Ambassador Program Member with us at any time by sending an e-mail to [jessica@carolinsoldo.com](mailto:jessica@carolinsoldo.com).

We reserve the right to terminate you as a Brand Your Passions Client Ambassador Program Member if: (1) you violate any of the terms of these Brand Your Passions Client Ambassador Program Terms & Conditions or (2) if you are doing something unethical, even if it wasn't explicitly disallowed by these Brand Your Passions Client Ambassador Program Terms & Conditions. If we exercise our right to terminate your Brand Your Passions Client Ambassador Program relationship with us, we reserve the right to not pay any Commission earned that has not previously been paid to you, and should we request it, you must remove all references to the Brand Your Passions Client Ambassador Program Link from your website and email lists.

## **8. Disclaimer, Limitation of Liability & Release of Claims**

We will make every reasonable effort to track and pay Commissions for all sales that apply to you. However, we are not responsible for technical problems, acts by third parties, or other events

outside our reasonable control which may temporarily disrupt or diminish this service. Therefore, we cannot guarantee 100% tracking for situations that may happen beyond our control.

We shall not be held liable for any indirect, incidental, special, equitable or consequential damages or any loss of revenue or profits by you arising under or with respect to serving a Brand Your Passions Client Ambassador Program Member, even if we have been advised of the possibility of such damages.

In no event shall we be liable to any party for costs of procurement of substitute goods, lost profits or any other special, consequential, incidental, equitable, or indirect damages, losses, costs or expenses of any kind, however caused, and whether based in contract, tort (including negligence), or any other theory of liability regardless of whether we have been advised of the possibility of such damages, losses, costs or expenses.

WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND ANY AND ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THIS BRAND YOUR PASSIONS CLIENT AMBASSADOR PROGRAM AGREEMENT.

We will not be held responsible in any way for the information that you request or receive through our Brand Your Passions Client Ambassador Program program. You fully and completely release us and any other of our team members, contractors, agents, and anyone else affiliated with our company, from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, that you ever had, now have or will have in the future against any of us, arising from your participation in the Program, unless arising from the gross negligence on our part.

By serving as a Brand Your Passions Client Ambassador Program Member, you also consent to all of the terms of our general Terms & Conditions which may be found at [carolinsoldo.com](http://carolinsoldo.com), including all disclaimers, limitations of liability and release of claims.

## **9. Independent Businesses/Parties**

The Brand Your Passions Client Ambassador Program relationship between you and us is as independent businesses/parties in a contractual relationship. Nothing in these Brand Your Passions Client Ambassador Program Member Terms & Conditions creates any partnership, joint venture, agency, franchise, sales representative or employment relationship between you and us. Each of our respective businesses/parties are conducted at our own initiative, responsibility and expense, and each shall have no authority to incur any obligations on behalf of the other, except as otherwise provided in these Brand Your Passions Client Ambassador Program Member Terms & Conditions.

The term “Brand Your Passions Client Ambassador Program Member” shall not be interpreted as a legal partner or affiliate, but rather, simply as an independent business/party doing marketing for us pursuant to these Brand Your Passions Client Ambassador Program Terms & Conditions. You understand that you are NOT an employee of us, and therefore, you are responsible for your own local, state, province and/or country taxes.

You understand that you do not have authority to make or accept any offers or make any representations on behalf of us. You agree that you will not misrepresent our Program, products or services.

## 10. Other Important Terms

Entire Agreement, Assignment and Waiver: These Brand Your Passions Client Ambassador Program Terms & Conditions contain our entire agreement. These Brand Your Passions Client Ambassador Program Terms & Conditions may be modified or amended at any time by us. You may not assign your rights or obligations to any party. In the event that any part of these Brand Your Passions Client Ambassador Program Terms & Conditions are deemed unenforceable, the remaining portions shall be severed and remain in full force. The failure to enforce any provision of these Brand Your Passions Client Ambassador Program Terms & Conditions shall not be construed as a waiver or limitation of the right to later enforce and compel strict compliance with every part of these Brand Your Passions Client Ambassador Program Member Terms & Conditions.

Governing Law: This Agreement shall be construed according to the laws of the State of New York and all laws and regulations of Erie County, New York.

Dispute Resolution: It is hoped that should we ever have any differences, we could be able to work them out amiably through e-mail correspondence. However, should we be unable to seek resolution within a reasonable time, we agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules, unless we both agree otherwise in writing. We agree now that we will submit to. Prior to seeking arbitration, you must send an e-mail to me at support@carolinsoldo.com and include all of your reasons for dissatisfaction with your Program. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction. You also agree that should arbitration take place, it will be held in Erie County in the State of New York where my business office is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the Agreement and the decision of the arbitrator. **By signing this Agreement you are agreeing to a modification of the statute of limitations such that any arbitration must be begun within one (1) year of the date of the date of your e-mail to me referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action.**

Non-Disparagement: In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including social media, designed to disparage the Program or me. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

By agreeing to become a Brand Your Passions Client Ambassador Program Member, you acknowledge that you have read, understand, agree to and accept all of the terms of these Brand Your Passions Client Ambassador Program Terms & Conditions.