

# AM- BITCH -OUS

## AFFILIATE TERMS & CONDITIONS 01.15.25

By enrolling as an Affiliate representative for AMBITCHOUS, LLC, you hereby agree to the following:

### PART ONE: REPPING THE BRAND

- **Be a Good Brand Steward.**

The Affiliate / Company relationship can best be successful and summarized by thinking about it as a mutually beneficial one. We won't try to make long, painful lists of rules. We want you to build a successful brand around yourself loving what we do at AMBITCHOUS, LLC and considering what is best for you, your income, and the health of the AMBITCHOUS, LLC brand and business. Considering this, any questions you might have about representing the brand through that lens will likely help you answer any questions about what and how to promote AMBITCHOUS, LLC (AMBITCHOUS) and / or (the Company).

In return, BE BOLD: Be YOU: we hope you to share your best creations, most powerful self, and we want to help promote you and your ideas as together, we share AMBITCHOUS as a Company.

- **Authorized assets.**

We'll provide you with a few simple and basic assets, interesting and helpful content, as well as general guidelines on what and how to talk about products you might be representing. You can find these things in the [Affiliate Hub on AMBITCHOUS.com](#). Be sure to make them look like YOUR PERSONAL brand sharing AMBITCHOUS.

Keep in mind there are FDA and FTC guidelines and "sensitivities" on what can and cannot be claimed about various ingredients, the benefits of products and their results, etc. Informational assets from AMBITCHOUS will attempt to help you with this, however it's always impossible to anticipate anything that might be created. We'll share helpful documents and talking points around products and promotions to give you direction on the best tactical information to include as you create.

- **Authentically and Accurately**

Share content that is compliant with laws and regulations of the city, state, federal and other applicable jurisdictions, and in compliance with these conditions, we require you to commit to do your best at all times to always represent the brand and its products, employees, officers, owners, investors, and other creators as authentically and accurately and honestly as possible. Disparagement, public critical communications, etc. Will not be tolerated in the Company and are considered unprofessional behaviors.

*Framing everything you promote as your OWN PERSONAL OPINION is a great way to always start content. Thoroughly reviewing assets and promotional information will also be helpful.*

Should any concerns arrive, you'll be contacted by email and / or text message by AMBITCHOUS and asked to either remove or modify content. You agree you will do so promptly at the request of the Company.

As a Creator of assets for AMBITCHOUS for commission, you agree to have any / all content you create accessible to / able to be leveraged by the Company (AMBITCHOUS) at any time and in any way the Company might see fit and you as an Affiliate understand you're authorizing this use and promotion of your content. You understand the company may request you sign an additional model and content release / agreement for no additional compensation.

- **Self as Affiliate**

AMBITCHOUS is an opportunity for you to build your personal brand and personal income. We strongly encourage creativity and quality as you create to promote yourself and earn. There are not any guidelines for promotion nor constraints on where and how you sell outside of the MAPPolicy (see below).

- **Be a Good human.**

Mostly, we love you and we believe in you and we all want to be good humans in business together. Be respectful in your communications. Have integrity with your customer and all other business relationships (do what you say you're going to do when you say you're going to do it), and operate in the spirit of benefiting both yourself and your personal brand while helping lift the reputation and professionalism of the Brand and the Company as well as any other Affiliates or Creators with whom you might interact. In other words, help the tide rise because the rising tide lifts EVERYONE's boat.

Any actions deemed by the Company deemed not professional or otherwise fraudulent, dishonest, unethical, or not in line with the standards of the brand can and likely will result in dissociation with the brand as an Affiliate. A probationary period may or may not be granted at the discretion of the Company.

- **Be YOU.**

Mostly, we love that AMBITCHOUS gives YOU an opportunity to SHINE as yourself. Use your interests, audiences, talents, and passions to generate sales and interests with your customers and audience. We strongly recommend that you keep your name and face tightly associated with the audience you build and already have association with so you can best manage and monetize your influence for a long, long time to come.

## **PART TWO: BUSINESS RELATIONSHIPS**

- **Customer & Affiliate Commitments**

As an Affiliate, you understand and agree that you are also accepting and will operate under the AMBITCHOUS Customer Terms and Conditions. This includes but is not limited to programs such as Customer Loyalty points (AMBITCHOUS Loyalty Rewards) which you are entitled to and can / will earn as an Affiliate as well as all other customer service and code of conduct policies and terms. Failure to comply with any of the Customer Terms and Conditions carry the same termination conditions as this agreement states.

You also understand and agree that you'll maintain decorum in professional environments be they digital or physical, at events, as part of any incentives, in social media, in semi-private chats / groups, as well as in public.

- **Keep an Up-to-Date Payment Method on File**

If we don't have your Venmo or PayPal on file, we can't pay you. If we have more than 2 calendar months in which you earn more than \$25 in commissions and do not have a payment on file, we reserve the right to pause your Affiliate account until a valid means for us to compensate you is on file. You can add payment information in your Affiliate Dashboard settings at any time once your account is approved for use. We reserve the right to issue payments for accounts earning commission via product credit if no valid payment method is on file. Affiliate accounts left without a method of payment for an extended period are subject to closure.

- **Tax Status**

If you earn or are compensated in excess of \$599 USD in any given calendar year, we are required to submit a 1099 to the IRS on your behalf for your compensation. Trips, gifts, awards with cash value, points (AMBITCHOUS Loyalty Rewards), and paid commissions via PayPal, Venmo, or other means AND store product credit can ALL be considered monetary compensation and are required to be submitted.

You can update and add your W-9 information in your Affiliate Dashboard at any time after your Affiliate account is approved. Once you've earned \$599 or more, AMBITCHOUS reserves the right to PAUSE your Affiliate account until proper, full, and appropriate taxation documentation is submitted by you. We may or may not reach out to you. It is your responsibility as an Independent Contractor to complete this paperwork.

Only Legal Residents of the United States are eligible to become Affiliates. Territories are not able to enroll at this time. You must be 18 or older.

Faith & Fair Dealing with Customers & in Accounts without fraud or any other dishonest or illegal actions or manipulation of or "gaming" either affiliate and / or customer accounts for additional compensation or financial gain (IE fake customer accounts).

- **AS AN AFFILIATE, She's Bonded to You!**

**Get Attached**

A customer **uses one of your coupon codes through checkout**, or links to and creates an account on the site from YOUR URL link (they will see YOUR name in the banner on the top of the site - your chosen user name in the Affiliate Dashboard), she will be ATTACHED to YOU. THEY MUST have registered on the site or purchased with their email on YOUR URL to be ATTACHED.

Once she is attached (it's not JUST cookie based - it's database-connected to her email), you have a solidly bonded relationship with you for 180 days. That bond renews for another 180 days every time they BUY. Keep a working relationship with your customers! You have access to their email address and order in your dashboard. You can keep them for a long, long time if you take good care of them.

If a customer becomes an Affiliate: you'll maintain commission on their own personal sales unless you both sign & submit a waiver releasing them, and they meet the certain standards to "decouple" themselves from you (see below). Customers and Affiliates always earn loyalty rewards.

Sharing and redeeming codes and links MUST be used at time of purchase by you or your customers. We CANNOT retroactively apply please don't ask. There can be no backdating or modification of accounts.

- **If You Are a Customer Wants to Become an Affiliate**

Any Customer can become an Affiliate at any time. They will simply use the Affiliate Registration link and form to join YOUR network and verify their email as an Affiliate.

If you are the Customer becoming an Affiliate, and you would like to earn commissions on your own purchases and register on an existing Affiliate's link, you must submit the "CUSTOMER-TO-AFFILIATE form" before you can get paid on your own orders.

Once a Customer-to-Affiliate registers on a Mentor's network link, submits the Customer-to-Affiliate form - and it is approved by AMBITCHOUS and verified in the acceptance email, the "Mentor" (previously the customer's Affiliate) will receive a Mentorship commission on the sales of the new Affiliate providing your Mentor meets the published minimum personal sales goals of their own that calendar month.

You, as a new Affiliate, are now eligible to share your NETWORK link in your Affiliate Dashboard and other Affiliates who use it sign up will earn YOU a Mentor Commission on their sales.

The Customer-to-Affiliate Form is located at: <https://ambitchous.com/customer-to-affiliate-application/>

Please give AMBITCHOUS up to 2 business days to make the adjustments needed to your Affiliate Account for you to earn personal commission. You will receive an email to your email address on file letting you know the process has been completed. Your former Affiliate, now Mentor, will also be emailed informing them of the change in your relationship from Customer to Affiliate.

As a Mentee, a Customer who is attached to you as their Affiliate becomes an Affiliate themselves, and places orders prior to submitting and the acceptance of the "Customer to Affiliate" form, you'll continue to receive commission on them as if they were a Customer to you, and then they can earn commissions only from *their* customers on their codes and links on purchases that are not their own. An Affiliate who was a Customer of an existing Affiliate cannot earn commission on their own orders until they have submitted the change form.

Every Affiliate Mentor is required to qualify and meet the minimum sales requirements to be paid on any Mentee(s).

## **PART THREE: ABOUT COMMISSIONS**

- Commissions are calculated based on a full calendar month: the first through the last day of the month.

If you have not been a customer previously and not purchasing from another Affiliate, **you will get paid commission on your own personal orders when YOU PURCHASE OFF YOUR OWN LINK or with your OWN COUPON CODES (watch for your name to appear in the top banner of the website). Enter your code or paste your LINK into the URL bar at checkout to see your banner and username.**

Commissions are TIERED meaning the more commissionable dollars you sell in the month, the higher % of commission you earn. The first full order over the minimum requirement to earn the % in the tier qualified for will earn

that level of commission (IE commission levels "tip up" AFTER the order that pushes you over the minimum for that tier). You can track and follow your earned commissions in your Dashboard in real time.

You can see the Commission tiers [HERE](#). We reserve the right to adjust commissions in any given calendar month for promotional or other reasons.

Commissions are not paid on all products - such as kits and some swag. You can see a list of non-commissionable tools and products in the Affiliate Dashboard at any time to understand why an item is excluded. Generally, these are things that will help give "air cover" to you and the AMBITCHOUS brand and / or help promote and engage NEW audiences. We try to limit non-commissionable items as much as possible.

Commissions are paid on dollars actually spent on the order. Any coupon codes, discounts, % off, store credit, etc and / or monies spent on applicable sales tax and shipping do not qualify for commission.

Commissions are calculated based on a full calendar month and paid via PayPal or Venmo (your choice) on or before the 10th of the month following the calendar month in which they are earned.

Payments are made on commissions earned over \$25. If any commissions are earned under \$25, they will be paid out to you as a non-commissionable store credit on commission day and the credit can be used within 90 days of it being earned by applying the credit to your order at the time of checkout.

If you fail to provide a viable outlet for AMBITCHOUS to make commission payment before the 9th of the month following the month in which the commissions being paid, AMBITCHOUS will issue product credit for the amount earned and continue to pay via product credit until such time a valid PayPal or Venmo option has been made available to AMBITCHOUS.

AMBITCHOUS reserves the right to deduct a \$2 charge from commissions paid via PayPal or Venmo to cover costs incurred by AMBITCHOUS in the payment process. A bank transfer option will be made available for commissions earned in excess of \$1000 payout in any given month upon request.

Product Credits and Commissions and other gifts or events with retail value in excess of \$599 USD in any calendar year are subject to taxation. If you approach \$500 in earned value in a calendar year, you will be asked to submit an I-9 so that we can provide a 1099 to the IRS. We reserve the right to hold commissions for those who have earned in excess of \$599 USD in a calendar year if we have yet to receive a valid, complete form.

- **How the Calendar "Month" is Accounted for In AMBITCHOUS Software**

Each calendar month resets on the LAST calendar day of the month at 0 UTC meaning your commissionable calendar month ends in your time zone's COORDINATED UNIVERSAL TIME. These "end of month times" then, are as follows:

**DAYLIGHT SAVINGS:**

- 4 UTC or 8PM Eastern Daylight Time
- 5 UTC or 7PM Central Daylight Time
- 6 UTC or 6PM Mountain Daylight Time (excludes AZ always)
- 7 UTC or 5PM Western Daylight Time

**STANDARD TIME** (Begins November 3, 2024)

- 5 UTC or 7PM Eastern Standard Time

- 6 UTC or 6PM Central Daylight Time
- 7 UTC or 5PM Mountain Daylight Time (always AZ)
- 8 UTC or 4PM Western Daylight Time

- **COMMISSIONS AS STORE CREDIT**

You DO have the ability to take all of your commissions as a store credit that you can issue to yourself in your dashboard for the amount you want and the site will create code for you to use to redeem this credit.

Product Credit will be available in your Affiliate Dashboard on the same timelines and payment dates as other commissions, and have no cash value and other terms apply as previously stated IE expiration, redemption, etc.

To redeem: simply copy the code from your Affiliate Dashboard, and paste it in at checkout. Product credits will expire after 180 days after issue.

## **PART FOUR: PRICING & TRANSACTIONAL PRACTICES**

- **ABOUT MAPP and Other Selling & Transactional Practices**

You're allowed to sell anywhere and in anyway you choose so long as you are "findable" as the vendor and accept associated liability (IE, if you sell in a boutique, your brand or business is associated with the sales of products via sign, invoice, etc so we're able to trace the path the product took to the customer).

AND you're STRICTLY required to sell with MAPP standards when pricing sales online or in person or through any third party. MAPP stands for Minimum Advertised Pricing Policy and it simply means that you are in no way and no where selling or advertising the selling of any product for any price less than what is currently being advertised by AMBITCHOUS, LLC.

ANY known violations of either of these transactional pricing practices will result in immediate termination of the business relationship between you as the Affiliate and the Company without exception.

## **PART FIVE: OTHER**

- **Affiliate Service Note** (for All Other Customer Service information, please see the Customer T&Cs)

- **Large-Sized Orders**

When ordering, please note you CANNOT RETURN "bulk" orders. If you're stocking up for any reason, be prepared to make arrangements to sell that product within its viable life span.

Quality issues, or other standard customer satisfaction issues on personal use product can and will be taken into consideration under the Customer Terms & Conditions however you overbuying for inventory / event placement, or other cash & carry events or placement CANNOT BE RETURNED as we are not allowed to sell it by law even if it was not used nor opened. PLEASE CONSIDER THIS CAREFULLY WHEN MAKING ANY PURCHASES. YOU WILL NOT BE ABLE TO RECEIVE A REFUND.

Please never sell anything that is opened, and never sell anything open or unopened after 24 months - this will be considered a violation of our working relationship and is unprofessional and unethical as products degrade over time. Selling old products will also leave you personally liable for any issues that may arise due to self or customer experiencing adverse side effects from old product sold by you after its recommended sell by date. This practice is

unethical and unacceptable at AMBITCHOUS - even if other companies do not deem it so. There are aspects of it that are also ILLEGAL and AMBITCHOUS will NOT be held accountable for the bad act.

- **Coupon Codes & AMBITCHOUS Loyalty Rewards**

Please note, due to system limitations, only one code can be redeemed per order. Please request your store credits accordingly as they cannot be modified after they have been issued. Please review information about AMBITCHOUS Loyalty Rewards in the Customer Terms & Conditions.

AMBITCHOUS Loyalty Rewards, Codes, and Store Credit have expiration dates and those cannot be changed. Please watch and use them before they expire as we cannot re-issue nor extend the use dates.

Due to system limitations, AMBITCHOUS Loyalty Rewards and other codes are not transferable at this time.

## **CUSTOMER & LOYALTY SECTION**

# **CUSTOMER / LOYALTY TERMS & CONDITIONS 01.19.25**

Loyalty Points or “AMBITCHOUS Loyalty Rewards” are earned every time you purchase.

The standard rate of earned rewards is 1 Point or “AMBITCHOUS Loyalty Reward” for every dollar spent

\$1 = 1 AMBITCHOUS Loyalty Reward, Redeemed at \$0.20

Presently, each AMBITCHOUS Loyalty Reward is worth \$0.20 ea or 1 AMBITCHOUS Loyalty Reward = \$0.20

There are many ways to earn AMBITCHOUS Loyalty Rewards. Some of them include: purchasing, having a special event: birthday, etc, other special promotions, for sharing and following, and coming soon: for posting reviews!

Visit AMBITCHOUS Loyalty Rewards on the website to learn more and to find applicable policies, terms and conditions. These apply to you as an Affiliate and to your customers.

You're automatically enrolled when you purchase and leave an email address. Use the same email address upon your return to continue to build and redeem points for discounts, exclusives, and more.

You automatically earn:

- Your AMBITCHOUS Loyalty Rewards are good for 60 days after they're earned.
- They can be redeemed in \$1 - \$50 increments.
- You can login at [shop.ambitchous.com](https://shop.ambitchous.com) and check your balance at any time.

AMBITCHOUS Loyalty Rewards can't be applied toward shipping and tax. And some items (like some event tickets, etc) may be excluded from earning rewards.

AMBITCHOUS Loyalty Rewards have no cash value. They are non-refundable, nor can the expiration date be extended proactively.

They are non-transferable at this time due to software limitations. You MUST use your AMBITCHOUS Loyalty Rewards at the time of checkout. We're sorry, no “rollback” or post-order applications of rewards can be applied for any reason.

## **BUSINESS OPERATIONS**

### **Shipping Times**

Please allow up to 7 business days for orders to be processed and shipped. We'll work on getting faster in the coming months. Orders are shipped from zip code 84401 and will come primarily from UPS and USPS carriers.

Tracking should appear in the customer order area of the website within 1 business day of the order being shipped, and can be viewed by logging into [shop.AMBITCHOUS.com](https://shop.AMBITCHOUS.com).

Any incomplete or inaccurate shipping information resulting in returned orders are subject to a \$5 reshipping fee PLUS the actual cost of reshipping the order and will obviously result in a delivery delay.

We regret we are not able to offer expedited shipping at this time.

If you want FREE Shipping on any order, spend \$79 or more after applicable tax and your personal available discounts (including store credit, coupon codes, etc). Orders under \$79 total will be charged a flat rate of \$6.95

Orders are currently only eligible to be shipped to the 50 US States and FPO / APO boxes. AK and HI may result in additional shipping charges.

### **Customer Service Satisfaction**

We want every customer to LOVE their AMBITCHOUS, LLC experience. If you have issues with your order, or any concerns with your product, please contact us via the Affiliate Service Ticketing System with any issues or concerns. Customers can reach out to us as well via the Customer Service tab in the footer at [shop.AMBITCHOUS.com](https://shop.AMBITCHOUS.com)

We may request further information, or even a product photo or return.

We'll do our best to help you be satisfied. Can be sent back within 30 days for a replacement credit less shipping and applicable tax. You will be responsible for return shipping on anything outside of issues with fulfillment.

Please note these and all policies, terms & conditions, and other business operations are subject to change at any time and you understand you are responsible for referring to them often looking for updates. By logging into the site, purchasing, or in any way participating with the Company, you agree to be bound by and in cooperation with these and future stated terms.

### **ACKNOWLEDGEMENT**

By participating with and as an Affiliate and Customer of AMBITCHOUS, LLC, you hereby agree to these Terms & Conditions and other policies, regulations, and procedures and understand that violation or ignorance of these terms could and likely would result in a termination of a relationship with the Company, its products, other Affiliates, officers, employees, etc. and potentially involve other legal or fiduciary consequences.

Watch and review Terms frequently for updates that may come without notice. You agree to all of these terms and conditions when you participate with the company in any way.

If you have any questions or concerns, you can complete and submit an Affiliate Service Ticket [here](#).