



Artesian Ambassador Agreement

Primary Website: <https://artesianbuilds.com>

THE AGREEMENT: This Ambassador Agreement (hereinafter called the "Agreement") is provided by the following organization, hereinafter referred to as "Company": Artesian. Our primary website is located at the website address listed above. The Agreement is a legal document between you and the Company that describes the Ambassador relationship we are entering into. This Agreement covers your responsibilities as an Ambassador and our responsibilities to you. Please ensure you read and understand the entirety of this document as each of the terms of this Agreement are important to our working relationship.

1) DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) Company, Us, We: As we describe above, we'll be referred to as the Company. Us, we, our, ours and other first-person pronouns will also refer to the Company, as well as all employees or legal agents of the Company.
- b) You, the Ambassador: You will be referred to as the "Ambassador." You'll also be referred to throughout this Agreement with second-person pronouns such as You, Your, or Yours. c) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as "Parties" or individually as "Party."
- d) Ambassador Program: The program we've set up for our Ambassadors as described in this Agreement.
- e) Ambassador Application: The fully completed form which must be provided to us for consideration of your inclusion in the Ambassador Program.
- f) Website: The primary website we've noted above will be referred to as Website.

2) ASSENT & ACCEPTANCE

By either being messaged by a Company staff member or by submitting an application to our Ambassador Program, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please discontinue discussions related to becoming an Ambassador. This Agreement specifically incorporates by reference any Terms of Conditions, Privacy Policies, End-User License Agreements, or other legal documents which we may have on our website.

3) AGE RESTRICTION

You must be at least 18 (eighteen) years of age to join our Ambassador Program or use this Website. By submitting an application to our Ambassador Program, you represent and warrant that you are at least 18 years of age and may legally agree to this Agreement. The Company assumes no responsibility or liability for any misrepresentation of your age.

4) PROGRAM SIGN-UP

In order to sign up for our Ambassador Program, you may be asked to submit an Ambassador Application to join. If a Company staff member has already informed you of your acceptance into the program, then there is no need to fill out the form after the ongoing conversation through one of the Company's official social platforms or emails. Otherwise, the Ambassador Application may be found at the following website: <https://artesianbuilds.com/Ambassadors/>. - *or it may be furnished to you via email/messaging services as directed by the company's representatives.*

Submitting an Ambassador Application does not guarantee inclusion in the Ambassador Program. We evaluate each and every application and are the sole and exclusive decision-makers on Ambassador acceptance. If we choose not to allow your inclusion in the Ambassador Program, we will attempt to notify you in a reasonable manner. If you do not hear from us within a reasonable time frame [estimate: 1-3 weeks], please consider your application rejected. We are not obligated to provide you any 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 or may run afoul of local laws in the country or territories in which the Company operates.

If your Ambassador Application is rejected, you may not reapply. If you believe a technical error has occurred which prevented your application from being seen or otherwise rendered it unavailable for review/acceptance, then please contact our technical team at: contact@artesianbuilds.com.

If your 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 Ambassador Application or for you to undertake additional steps to ensure eligibility in the Ambassador Program.

5) NON-EXCLUSIVITY

This Agreement does not create an exclusive relationship between you and us. You are free to work with similar Ambassador program providers in any category. This agreement imposes no restrictions on us to work with any individual or company we may choose. Please be advised that other organizations or companies may have the legal right to suspend their agreements with you if engaging with other Ambassador programs violates policies of theirs or their subsidiaries. We advise you to review other contracts you may have signed, especially in related industries, if you suspect this may be an issue. Artesian LLC and its subsidiaries are not liable for externalized liability should the Ambassador (you) be found to have violated external contracts not having been generated by us.

6) Ambassador PROGRAM

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

Please be advised the below is a general description of the Ambassador Program. Everything contained in this subsection is subject to the specific terms and conditions throughout the rest of this Agreement.

Clicks: We will provide you with a specific link or links, personalized to you as an Ambassador, for your promotion (collectively, "Click Link"). The Click 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 Click 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 which are prior approved by us and to display the Click Link prominently on your website or social media page, as described in your Ambassador Application (collectively, the "Ambassador Site").

No cookie stuffing: You agree not to use cookie "stuffing," or other techniques which may incorporate a tracking code without specific knowledge of the online user. This provision complies with applicable United States laws.

Codes: Codes may be generated which offer discounts, promotions, or rewards to customers following the promotion of the Ambassador. Unlike clickable links, which only provide the Ambassador with a reward, codes will also provide a discount on *specific purchases* a user

makes from the Company. These codes may be entered during purchase on our website or websites in addition to an Ambassador's clickable link in the customer's overall web visit. In the case of a code being used without the clickable link, the Company will do its due diligence to manually ensure the Ambassador receives proper credit for this purchase. Clickable links will therefore be the preferable option over codes, as tracking for the conversions is automated more smoothly. To the best of the Company's ability, the use of the Ambassador codes or Ambassador links will provide similar monetary discounts, values, or rewards to the customers utilizing them. Whether the Ambassador is promoting links, both links and codes, or some other Ambassador promotion system, the end result for the customer, Ambassador, and Company shall through the best effort of involved parties be the same and shall through fair effort not violate the fee schedule found below (*rounded to the nearest whole value of native currency in which the transaction takes place, as needed*).

Sales: We will provide you with a specific link or links which correspond to certain products we are offering for sale (collectively, the "Sales Link"). The Sales 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 Sales Link and that you will explicitly comply with all of the terms of this Agreement for the promotion of the Sales 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 which are prior approved by us and to display the Sales Link prominently on your website or social media page, as described in your Ambassador Application (collectively, the "Ambassador Site").

User Sales: Each time a user clicks through the Sales Link posted on the Ambassador Site and completes the sale of the 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:

Ambassador REWARD FEE SCHEDULE:

→ FULL COMPUTER SYSTEMS where the gross sale price before tax is \$1499 or less: 2.000%.

→ FULL COMPUTER SYSTEMS where the gross sale price before tax is equal to or greater than \$1500 but less than \$2999: 2.000%)

→ FULL COMPUTER SYSTEMS where the gross sale price before tax is equal to or greater than \$3000 but less than \$4999: 2.000%

→ FULL COMPUTER SYSTEMS where the gross sale price before tax is equal to or greater than \$5000 but less than \$9,999: 2.000%

→ FULL COMPUTER SYSTEMS where the gross sale price before tax is equal to or greater than \$10,000 [up to \$24,999]: 2.000%

***NOTE:** For sales above \$25,000, please get in touch with a company representative and/or email brian@artesianbuilds.com [CC info@artesianbuilds.com] to receive a custom fee schedule for high value clients.

In each instance multiple discrete computer systems purchased at the same time in one order will be counted as a single order toward the Ambassador % granted.

***NOTE:** At this time, individual parts, repairs, recurring purchases of service, and other assets are not available for Ambassador rewards unless addressed specifically by the Company to the qualified Ambassador on a case-by-case basis.

7) SPECIFIC TERMS APPLICABLE

We will determine whether payout is permissible within reasonable discretion. We reserve the right to reject clicks and/or sales that do not comply with the terms of this Agreement or are found to have violated any representative policies or legal frameworks applied to digital links and data collection within the United States of America.

Processing and fulfillment of orders remains the responsibility of the Company. We will also provide real-time data regarding your Ambassador account whenever possible, but we are not obligated to do so in any way.

As described above, in order to be eligible for payout: **User Sales must be qualified. That is, the sale being performed after an Ambassador link is clicked or Ambassador code is entered and these assets must be:**

- a) Attributable to the Ambassador and not confused for outside links (e.g. no reformatting/shortening if it is deceptive in any way)
- b) Not sent by an automated program or user who does not intend to make a genuine purchase - *i.e. bot networks/credit reproprocessors/etc.*

User purchases must be "Qualified Purchases." As such, qualified Purchases: a) Must not be referred by any other partner or Ambassador links of the Company (in other words, Qualified Purchases are only available through your specific Ambassador Link); b) May not be purchased by an already-existing partner or Ambassador of the Company; c) May not be purchased prior to the Ambassador joining the Ambassador Program; d) May only be purchased through a properly-tracking Ambassador Link or Code; 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 Ambassador themselves (outside of the Company's discretion) offering the customer any coupons or discounts;

8) PAYOUT INFORMATION

Payouts will only be available when the Company is in possession of current information and

appropriate tax/processing validation for your Ambassador account. You may choose to receive payment as an individual or as a business you are authorized to represent.

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 or other information (such as cellular phone or account ID) for an online method of payment mutually agreed upon by the company and Ambassador.

Currently, the Company employs the following methods of payout:

- **Paypal**
- **Bank wire transfer (normally only utilized for higher dollar transactions)**

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 month or period after they accrue. For example, if payouts are made every 15 days, an entire 15 day period must finish for the payout of that period to be available in the following period.

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.

9) REPORTS

You may send inquiries to the Company 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.

10) TERM, TERMINATION & SUSPENSION

The term of this Agreement will begin when we accept you into the 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 an Ambassador in good standing during the Agreement 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.

11) 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 Ambassador Program and use the Company IP solely and exclusively in conjunction with identifying our company and brand on the Ambassador Site to send customers to the 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 an 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 Ambassador Program.

12) 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 or in receipt from digital transmission to you - 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.

13) 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.

14) ACCEPTABLE USE

You agree not to use the Ambassador Program or our Company for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the 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 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.

15) Ambassador OBLIGATIONS & FTC COMPLIANCE

You are responsible for ensuring operation and maintenance of Ambassador links posted within sites and domains that you operate, or on social platform or social media platform pages you own. Please perform due diligence to ensure the links remain functional and active and that Ambassador codes are spelled and provided correctly. These responsibilities fall solely to you as the Ambassador: including technical operations, written claims, links, and accuracy of materials. You must ensure, as noted above, that any Ambassador content you post does not

infringe upon the intellectual property rights of any third party or otherwise violate any legal rights.

If you have any questions about the functioning or nature of an Ambassador link, code, or promotional tool, please inquire at your convenience.

We may monitor your account, as well as clicks and/or purchases coming through your account. If we determine you are not in compliance with any of the terms of this Agreement, we have the right to immediately terminate your participation in the Ambassador Program. We require all of our Ambassadors to comply with all applicable statutes, regulations, and guidelines set by the federal government, through the Federal Trade Commission, as well as state and local governments as mandated. The Federal Trade Commission requires that Ambassador relationships, such as the relationship between you and the Company, be disclosed to consumers.

We recommend that you seek independent legal counsel to advise you of our obligations to disclose in this manner.

You are required in most jurisdictions to post a conspicuous notice in the location of Ambassador targeting regarding the Ambassador Program. *The notice does not have to contain the precise words as the example given below, but should be similar:*

“We engage in Ambassador marketing whereby we receive funds through clicks to our Ambassador program through this website or we receive funds through the sale of goods or services on or through this website. We may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation. This disclosure is intended to comply with the US Federal Trade Commission Rules on marketing and advertising, as well as any other legal requirements which may apply.”

We also require you to comply with any and all applicable data privacy and security laws and regulations, including all of those which may impact your country of residence or your visitors. Such regulations include, but are not limited to, any applicable laws in the United States or the General Data Protection Regulation of the European Union. We also require that you implement adequate organizational and technical measures to ensure an appropriate level of security for the data that you process. Further, you hereby agree to comply with any requests which we may make to you regarding compliance with the General Data Protection Regulation or requests which you may receive from data subjects.

If we find you are not in compliance with any of the requirements of this subpart, we may terminate our relationship with you at our sole and exclusive discretion.

16) REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on any of our websites or services;
- b) Violate the security of any of our websites or services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

17) DATA LOSS

The Company does not accept responsibility for the security of your account or content. You agree that your participation in the Ambassador Program is at your own risk. We will maintain adequate digital security to protect any information disclosed to us during your participation in this program.

18) INDEMNIFICATION

You agree to defend and indemnify the Company and any of its agents (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Ambassador Program, your breach of this Agreement, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

19) SPAM POLICY

You are strictly prohibited from using the Ambassador Program for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

20) ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the Ambassador Program. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral.

21) SERVICE INTERRUPTIONS

The Company may need to interrupt your access to the Ambassador Program to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

22) LIMITATION ON LIABILITY

The Company is not liable for any damages that may occur to you as a result of your participation in the Ambassador Program, to the fullest extent permitted by law. The maximum liability of the Company arising from or relating to this Agreement is limited to one hundred (\$100) US Dollars. This section applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

23) GENERAL PROVISIONS:

A) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

B) JURISDICTION, VENUE & CHOICE OF LAW: Through your participation in the Ambassador Program, you agree that California shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: San Francisco, California. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

C) ARBITRATION: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: San Francisco. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of California. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this subpart of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims. D) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators,

successors, and executors.

E) SEVERABILITY: If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and subparts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

F) NO WAIVER: In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or subpart of this Agreement will not constitute a waiver of any other part or subpart.

G) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and subparts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

H) FORCE MAJEURE: The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

I) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including email or fax. For any questions or concerns, please email us at the following address: contact@artesianbuilds.com.

If you agree to the terms set forth within, please indicate by signing and dating below:

PRINT NAME:

SIGNATURE:

DATE:
