

Mt. Capra Ambassador Program

Terms and Conditions

Effective 4-1-21

These Ambassador Program Terms and Conditions (hereinafter "Agreement") are agreed to by the person or entity ("AMBASSADOR" or "you") whose name and address appears in the application ("Application") and MT. CAPRA, located at 279 SW 9th Street Chehalis WA, 98532 to participate in the MT. CAPRA Ambassador Program (the "Program"), available through the Ambassador Program link on www.mtcapra.com. As a participant in the Program, and subject to the terms specified herein, AMBASSADOR will receive compensation ("Commissions") for consummated sales resulting from AMBASSADOR's promoting the Products or Services, as defined below, of MT. CAPRA by using approved advertising messages exclusively in the AMBASSADOR'S social media accounts, personal blogs (and nowhere else), as determined by MT. CAPRA (collectively, the "AMBASSADOR Social Media Marketing").

MT. CAPRA RESERVES THE RIGHT TO MODIFY THE AMBASSADOR COMMISSION STRUCTURE AT ANY TIME AT MT. CAPRA'S SOLE DISCRETION. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AMBASSADOR AGREEMENT, DO NOT ENROLL AS A MT. CAPRA AMBASSADOR.

Effective Date: Termination.

1. The Effective Date of this Agreement shall be the date that AMBASSADOR's Application is approved to participate in the Program by a member of the Mt. Capra staff. This Agreement shall become null and void if MT. CAPRA denies AMBASSADOR's Application for acceptance into the Program for any reason, or terminates an existing Agreement for any reason. Participation in the Program is subject to MT. CAPRA's prior approval. MT. CAPRA reserves the right to refuse or revoke acceptance of any AMBASSADOR in the Program at any time, with or without cause. AMBASSADOR is responsible for immediately updating any information provided to MT. CAPRA through AMBASSADOR's Application to ensure that MT. CAPRA's records for AMBASSADOR remain current. AMBASSADOR shall also notify MT. CAPRA in writing if AMBASSADOR has ever or becomes the subject of an investigation for non-compliance with laws, whether federal, state, or local or by another country.
2. MT. CAPRA may terminate this Agreement and AMBASSADOR's right to participate in the Program at any time, upon AMBASSADOR's failure to comply with the terms and conditions of this Agreement. Termination is effective upon date of notice. As of the date of termination, AMBASSADOR will no longer be eligible to receive Commissions from MT. CAPRA. Upon termination, AMBASSADOR must discontinue use of all marketing materials provided to AMBASSADOR by MT. CAPRA, including all special codes, URLs, logos, and other digital documents. If necessary, MT. CAPRA will disable any such AMBASSADOR links and marketing materials.

AMBASSADOR Requirements.

AMBASSADOR represents and warrants that it will at all times comply with the requirements listed in this Agreement:

1. Compliance with Laws. AMBASSADOR shall use, display, distribute, and/or transmit the Ambassador Social Media Marketing tools in compliance with all applicable laws, regulations, and guidelines, including without limitation the Federal Trade Commission Act ("FTC Act"), the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM Act"), Federal Trade Commission ("FTC") regulations and guidelines implementing the FTC Act and the CAN-SPAM Act, the FTC's Guides Concerning the Use of Endorsements and Testimonials in Advertising ("FTC Testimonials Guide"), the National Advertising Division decisions of the Better Business Bureau, and other federal and state consumer protection laws, regulations, and guidelines. If AMBASSADOR is soliciting Product sales to countries outside of the United States, then AMBASSADOR represents and warrants compliance with all such applicable laws and regulations. In addition to compliance with laws, Ambassador Social Media Marketing shall comply with and adhere solely to MT. CAPRA approved advertising creative and methods of sale and marketing. Sales from Ambassador Social Media Marketing that violate the terms of this Agreement, laws, or violate MT. CAPRA approved creative or sales and marketing methods will not receive Commissions under this Agreement.

AMBASSADOR agrees to indemnify, defend and hold harmless MT. CAPRA from any lawsuits, investigations, claims, or complaints arising from such violation or alleged violation. MT. CAPRA shall not be responsible to approve any Ambassador Social Media Marketing. Compliance is solely with AMBASSADOR and AMBASSADOR represents and warrants that it shall have legal review of all Ambassador Social Media Marketing for all necessary and required compliance. AMBASSADORS represent and warrant that AMBASSADOR shall not use cost-per-action or other AMBASSADOR marketing presentation networks for the sale of MT. CAPRA Products or Services.

2. General Requirements. All Ambassador Social Media Marketing created by AMBASSADOR to promote MT. CAPRA products and services are subject to the following requirements and restrictions:
 1. Ambassador Social Media Marketing directly linking a search engine advertisement to www.mtcapra.com are not permitted to be placed with online search engine advertising systems such as GoogleAds, Bing, Yahoo!, Baidu, AOL, Ask.com, Excite, Duck Duck Go, Wolfram / Alpha, Yandex, Lycos, Wow, WebCrawler, InfoSpace, Info.com, Contenko, Dogpile, Alhea, MyWebSearch, ixQuick SearchEngine, and other major worldwide search engine advertising platforms. In addition, Ambassador Social Media Marketing tools provided by MT. CAPRA, including but not limited to coupon codes, links to coupon codes or other marketing materials, etc. may not be posted on coupon vending sites or coupon aggregator sites.
 2. Ambassador Social Media Marketing must not include content that is deceptive, misleading, untruthful, unsubstantiated, or otherwise fails to comply with applicable federal and state consumer protection laws, regulations, and guidelines.
 3. Ambassador Social Media Marketing must not include any claim regarding the efficacy of any MT. CAPRA product or services, or any ingredients contained therein, unless the AMBASSADOR possesses documented, competent and reliable evidence, in writing, to verify the truthfulness and support the factual accuracy of the claim.
 4. Ambassador Social Media Marketing may not offer points, rewards, cash, prizes, contest entries, or other incentives to consumers in return for their response to any published marketing presentation.
 5. Ambassador Social Media Marketing must be fully functional at all levels, with no "under construction" sites or sections or blank pages.
 6. Ambassador Social Media Marketing must not spawn process pop-ups or use any downloadable application.
 7. Ambassador Social Media Marketing must not contain, promote, or have links to profanity, sexually explicit materials, hate material, libelous or defamatory material, degrading material, or material that promotes violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or family status, or any other materials deemed unsuitable or harmful to the reputation of MT. CAPRA, in MT. CAPRA's sole discretion.
 8. Ambassador Social Media Marketing must not promote, tie to, or reference illegal activities including, without limitation, the promotion of gambling, illegal substances, software piracy, or hacking.
 9. Ambassador Social Media Marketing must not be labeled as an "official site" or similar designation or include any other designation indicating the AMBASSADOR published marketing presentation is an "official" presentation or web site of MT. CAPRA or its products or services.
 10. Ambassador Social Media Marketing must not infringe the personal rights, publicity rights, trademarks, copyrights, patent rights, service marks, trade dress, logos, publicity rights, or any other intellectual property right (collectively, "Marks") of any third party.
 11. Ambassador Social Media Marketing shall not use personal endorsements or infer endorsements of any person, famous or not, without written approval from such person.
 12. AMBASSADOR shall not use false news sites, false blogs, false review pages or similar misleading sites to create buzz or establish Ambassador Social Media Marketing.
 13. Ambassador Social Media Marketing must not use the Marks of Advertiser (without Advertiser's prior written consent) or any other third party (i) within the text, graphics or other content of any Marketing presentation; (ii) as a search term, keyword, and/or metatag, including in the title, body, and URL or search engine results; (iii) as a keyword on any search engine; (iv) as a metatag, in keyword stuffing or in other hidden layers on any web site; or (v) to drive organic search results.
 14. Ambassador Social Media Marketing must not promote activities generally understood as Internet abuse, including but not limited to, the sending of unsolicited bulk electronic mail.
 15. Ambassador Social Media Marketing must not be a communication to a wireless device by text messaging in any form.
 16. Ambassador Social Media Marketing must not constitute advertising via facsimile or telemarketing (including, without limitation, by use of prerecorded or artificial voice messages).
 17. Ambassador Social Media Marketing must not include any "worm," "virus" or other device that could impair or injure any person, entity, or equipment.

18. Participating Ambassadors each must create and maintain their own PayPal account to allow payments (in the form of commissions) to be posted from Mt. Capra.

3. Testimonials and Endorsements. As used in this Agreement, an “Endorsement” means any published marketing presentation (including but not limited to AMBASSADOR testimonials or endorsements, other consumer testimonials or endorsements, celebrity or expert endorsements, blogs, verbal statements, demonstrations, or depictions of the name, signature, likeness or other identifying personal characteristics of an individual or the name, logo or seal of an organization) that consumers are likely to believe reflects the opinions, beliefs, findings, or experience of a person or entity other than MT. CAPRA. The AMBASSADOR or other person or entity whose opinions, beliefs, findings, or experiences the Endorsement appears to reflect shall be referred to as the “Endorser.” Use of Endorsements is subject to the requirements below. MT. CAPRA reserves the right to research, monitor and audit AMBASSADOR’s use of Endorsements, and to determine, in MT. CAPRA sole discretion, whether AMBASSADOR is in compliance with these requirements. Failure of MT. CAPRA to research, monitor, or audit AMBASSADOR’s use of Endorsements shall not relieve AMBASSADOR from compliance with these requirements.
 1. Endorsements must reflect the honest opinions, findings, beliefs and/or experience of the Endorser, and may not convey an express or implied representation that would be deceptive if made directly by MT. CAPRA.
 2. Endorsements may not be presented out of context or reworded so as to distort in a material way the Endorser’s opinion or experience with the MT. CAPRA product or service.
 3. If the Endorsement represents that the Endorser uses a MT. CAPRA product or service, the Endorser must have been a bona fide user of it at the time the Endorsement was given.
 4. No Endorsement containing statements reflecting the objective experience of an individual or group on a central or key attribute of a MT. CAPRA product or service may claim that the experience is representative of what consumers will generally achieve.
 5. If the Endorser was or will be paid for his/her Endorsement, or there is or was any other material connection between the Endorser and MT. CAPRA, AMBASSADOR must include in the Marketing presentation a clear and conspicuous disclosure, in close proximity to the Endorsement, that the Endorser has been or will be paid for his/her Endorsement or otherwise disclose the material connection between Endorser and MT. CAPRA. Examples of acceptable disclosures include:
 1. “I may earn compensation for my review, promotion or mention of the MT. CAPRA products discussed on this web site.”
 2. “I have partnered with MT. CAPRA to make these products available to you.”
 6. If an Endorsement represents, directly or by implication, that the Endorser is an expert, then the Endorser's qualifications must in fact give him/her the expertise that he/she is represented as possessing with respect to the endorsement.
 7. AMBASSADOR may use the Endorsement only as long as AMBASSADOR has good reason to believe that the Endorser continues to subscribe to the views presented.
 8. Endorsements shall be in compliance with all laws.

4. Email. If AMBASSADOR distributes Ambassador Social Media Marketing by email, AMBASSADOR shall:
 1. Remove from the transmission list any email address associated with any person who has previously requested not to receive commercial email solicitations from the “Sender” of the message, as that term is defined by the CAN-SPAM Act.
 2. Remove from the transmission list any email address associated with a wireless domain name, as listed on the then-current list of wireless domains maintained by the Federal Communications Commission.
 3. Ensure that each email message includes (i) clear and conspicuous notice of the recipient’s right to opt-out of receiving future commercial messages from the Sender; and (ii) a functional electronic mechanism that the recipient can use to make such an opt-out request, in compliance with the requirements of the CAN-SPAM Act and Federal Trade Commission regulations and guidelines implementing the CAN-SPAM Act.
 4. Ensure that “subject” and “from” lines used in any email communications are truthful and non-misleading and do not otherwise violate the CAN-SPAM Act or any other federal and state consumer protection laws and regulations and do not infringe on the intellectual property rights of any third party.

5. Compliance Monitoring. MT. CAPRA audits every AMBASSADOR’s Ambassador Social Media Marketing on a regular basis. Notwithstanding the foregoing, MT. CAPRA has no obligation to monitor AMBASSADOR and is not

responsible for AMBASSADOR's failure to comply with this Agreement. AMBASSADORS that MT. CAPRA determines, in its sole discretion, are in violation of this Agreement, will have their account permanently removed from the Program and will not be compensated.

Payment of Commissions

The following "Payment" section is subject to MT. CAPRA's then-current and applicable Commission structure:

1. The purpose of the Commission structure is to (a) attract new / unique paying customers to Mt. Capra, and (b) reimburse AMBASSADORS for their efforts in attracting new / unique paying customers to Mt. Capra.

MT. CAPRA will pay AMBASSADOR a Commission ("Commission") of Twenty Dollars (\$20.00) for the very first purchase order from a new / unique customer consisting of consummated sales of Product having a net value of Twenty Dollars (\$20.00) or more after any discounts have been applied, exclusive of any taxes, shipping, handling, refunds / returns, chargebacks, merchant processing fees and shipping insurance, said purchase resulting exclusively and directly from use of an AMBASSADOR's unique and valid coupon code by the new / unique customer at purchase time. MT. CAPRA reserves the right to change the Commission amount payable to AMBASSADOR for the sale of any Product at any time, for any or no reason. Products purchased by AMBASSADOR at retail, wholesale, or other discounted pricing or for personal use are not eligible for Commission. Commissions that have been determined to come by way of any sale or sales to previously existing MT. CAPRA customers will automatically be null and void, and will not be paid. If null and void commissions have already been paid, they will be deducted from any future commissions payable. Any commission earned in violation of Mt. Capra's Ambassador Program Terms of Service will automatically be null and void, and not payable.

2. MT. CAPRA calculates Commission due to AMBASSADORS once per month and disburses payments on or around the 15th of the next month. MT. CAPRA will make every effort to pay the Commission due to the AMBASSADOR in a timely manner (on or around the 15th of the next month); however, MT. CAPRA is not bound to make payments by this deadline. If you have questions about transactions eligible for Commission or dispute MT. CAPRA's reports regarding sales eligible for Commission, you must contact MT. CAPRA at orders@mtcapra.com within five (5) business days following the end of the Reporting Period; otherwise you shall be deemed to have accepted the Commission as paid. MT. CAPRA will work with you in good faith to resolve any such dispute; however, MT. CAPRA shall have the authority to make the final determination, in MT. CAPRA's sole discretion, as to the resolution of all disputes. Unless otherwise arranged with MT. CAPRA and confirmed in writing, payments to you will be made via PayPal to your eligible email account.

DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY.

1. MT. CAPRA PROVIDES THE PROGRAM ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MT. CAPRA MAKES NO WARRANTIES, GUARANTIES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN. MT. CAPRA DOES NOT WARRANT OR GUARANTEE SALES, CONVERSION RATES, COMMISSION RATES, MARKETING PRESENTATION RESPONSE RATES OR ABILITY TO CONVERT THE RESPONSES INTO SALES. ALL SERVICES ARE CONTINGENT UPON MT. CAPRA'S ABILITY TO PROCURE NECESSARY ON-LINE AND OTHER COMMUNICATIONS ACCESS AND MT. CAPRA IS NOT RESPONSIBLE FOR DELAYS CAUSED BY FORCE MAJEUR SUCH AS ACCIDENT, WAR, ACT OF GOD, EMBARGO, COMPUTER SYSTEM FAILURE, OR ANY OTHER CIRCUMSTANCE BEYOND ITS CONTROL. MT. CAPRA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED BELOW WITH RESPECT TO INDEMNIFICATION AND CONFIDENTIALITY, UNDER NO CIRCUMSTANCES SHALL MT. CAPRA BE LIABLE TO AMBASSADOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY ASPECT OF THE RELATIONSHIP PROVIDED HEREIN. MT. CAPRA SHALL NOT IN ANY EVENT BE LIABLE TO

AMBASSADOR FOR MORE THAN THE AMOUNT PAID TO AMBASSADOR HEREUNDER. NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST MT. CAPRA MORE THAN ONE YEAR AFTER THE DATE OF THE EVENT THAT GAVE RISE TO THE ACTION, SUIT, OR PROCEEDING.

2. UNDER NO CIRCUMSTANCE SHALL MT. CAPRA'S LIABILITY EXCEED THE AMOUNTS OWED TO AMBASSADOR IN THE PRIOR THREE MONTH PERIOD.

Indemnification.

AMBASSADOR hereby agrees to indemnify, defend, and hold harmless MT. CAPRA from and against all claims, causes of action, suits, liabilities, damages, costs, expenses and fees (including attorneys' fees) arising out of or related to: (a) a claim for libel, defamation, violation of rights of privacy or publicity, intellectual property infringement or misappropriation, fraud, false advertising, misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation throughout the world in connection with AMBASSADOR's Ambassador Social Media Marketing; (b) any material breach by AMBASSADOR of any provision of this Agreement or any misrepresentation of AMBASSADOR hereunder; (c) any inaccuracies or omissions contained in AMBASSADOR's Application, (d) violation, alleged violation, claim or investigation under any applicable law, or (e) any acts or omissions of any Sub-AMBASSADOR or any other parties working with or under such Sub-AMBASSADOR related to this Agreement (as applicable). MT. CAPRA shall have the right to participate fully, at its own expense, in the defense of any action for which indemnity is sought. If a dispute arises over whether MT. CAPRA is so entitled to indemnification, then MT. CAPRA shall be free, without prejudice to any of MT. CAPRA rights hereunder, to compromise and defend such action. Any compromise or settlement of any action for which indemnity is sought shall require the prior written consent of both parties hereunder; such consent will not be unreasonably withheld or delayed.

General Provisions.

1. Relationship of Parties. For purposes of this Agreement, each party shall be and act as an independent contractor. This Agreement does not constitute, create, or give effect to any employer/employee or franchiser/franchisee relationship, nor any joint venture, partnership, limited partnership, or agency among the parties, and the parties hereby acknowledge that no other facts of relations exist that would constitute, create, or give to effect any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as may from time to time be provided otherwise by written agreement signed by both parties.
2. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their subsidiaries, and their respective successors and assigns, provided that neither party may assign any of its rights or privileges hereunder without the prior written consent of the other party except to a successor in ownership (for example, by merger or acquisition) of all or substantially all of the assets of the assigning party, and which successor shall expressly assume in writing the performance of all the terms and conditions of this Agreement to be performed by the assigning party. Any attempt at assignment in derogation of the foregoing shall be held null and void.
3. Mutual Representations. Each party represents and warrants that it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereunder, and each party has obtained all licenses, authorizations, consents or permits required to perform its obligations under this Agreement and to conduct its business.
4. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity of any or all of the remaining portions thereof.
5. Entire Agreement; No Waiver. This Agreement constitutes the entire agreement and supersedes all prior agreements of the parties with respect to the transactions set forth herein. No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.
6. Governing Law. This Agreement will be governed by and construed under the laws of the State of Washington without regard to the conflicts of law provisions thereof. Any action relating to this Agreement must be brought in a court of competent jurisdiction in the State of Washington, and AMBASSADOR irrevocably consents to the jurisdiction of such courts.
7. Each party acknowledges that it will not disclose the confidential information of the other party, except to its employees and professional advisors and except as required by law.
8. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. Applicable sections shall survive expiration or early termination of this Agreement. MT. CAPRA reserves the right to change any condition of this Agreement at any time, in which case notification may be provided to AMBASSADOR but is not required. AMBASSADOR is responsible for checking for updates to this Agreement regularly. AMBASSADOR's continued use of or participation in the Program after any such updates are posted constitutes AMBASSADOR's consent and agreement to the changes.
9. Disputes. AMBASSADOR acknowledges and accepts and provides MT. CAPRA the sole discretion to resolve any dispute between AMBASSADOR and MT. CAPRA. Such decision shall be final and binding. AMBASSADOR agrees to be bound by the decision of MT. CAPRA.

10. All notices to be sent to: Mt. Capra 279 SW 9th St. Chehalis WA, 98532 Attn: Ambassador Program or by email to orders@mtcapra.com.
11. Authority. AMBASSADOR represents and warrants that the person accepting these Terms and Conditions has the authority to bind AMBASSADOR.

These Terms and Conditions are agreed to and entered into upon AMBASSADOR's acceptance into the Mt. Capra Ambassador Program.