

# Brand Ambassador Program Terms of Service

LAST UPDATED: 25.06.2024

**Brand Ambassador Program** and these Terms are provided by **GetBlock LLC**, a private limited company, incorporated under the laws of the Republic of Serbia under the registration number 21835790 having its registered address at: Smiljaniceva 6, Vracar, Belgrade, Serbia, 11118.

These **Brand Ambassador Program** Terms of Service ("Terms", "Agreement") is an integral part of the Terms of Service and forms a binding agreement between you as the Brand Ambassador ("Brand Ambassador", "you", "your") and GetBlock ("We", "us", and "our"), collectively referred to as the Parties and individually as a Party in relation to GetBlock **Brand Ambassador Program** ("Brand Ambassador Program", "Program").

We rely on our users. We hope that you spend some of your time to read these Terms. If there are any terms you do not agree with please discontinue your participation in the Program.

**Brand Ambassador Program** is designed to reward our Brand Ambassadors for the efforts they make in promoting our platform. By participating or registering to participate in the Program, you agree to this Agreement, which may be amended from time to time by GetBlock.

## DEFINITIONS

- "Brand Ambassador" ("Brand Ambassador", "you", "your") means an individual or entity participating in Brand Ambassador Program, offered by GetBlock in accordance with these Terms.
- "Brand Ambassador Program" ("Program") means a program created by GetBlock team that allows web3 enthusiasts and social media influencers to gain profit when offering GetBlock to users.
- "Service(s)" means the services provided by GetBlock at <https://getblock.io/> under the Terms of Service.
- "GetBlock" ("Website", "we", "us", and "our") means the offeror of Program, <https://getblock.io/>
- "Relevant lead" means a user referred by Affiliate to use GetBlock Service.
- "Promotion" means the ways Affiliate may promote GetBlock

## BRAND AMBASSADOR PERFORMANCE

Unless expressly stated otherwise, you will be solely responsible for determining the most effective manner and methods to conduct Program, including determining when (i.e., the days and times), where (i.e., the particular venue or location, social media platform), and how to promote GetBlock, and the frequency with which you do so, in accordance with the Terms. Except as expressly set forth in this Agreement, including the Terms, GetBlock will not control the manner or prescribe the method you use to conduct Promotion contemplated by this Agreement. Unless otherwise expressly stated in these Terms, you will be solely responsible for all costs and expenses of doing business, including all payments, all taxes, and other business expenses that may be incurred in connection with the Promotion.

## ELIGIBILITY AND PARTICIPATION

To be eligible for the Affiliate Program, you must:

- apply to participate in Brand Ambassador Program in the special section of the Website;
- provide all necessary information including your social media account, information about your background and motivation to participate;
- agree with the Terms on your GetBlock account by clicking a button or checking a box on application form;

Once you are eligible for the Program, you will be contacted by GetBlock team to discuss the parameters of this engagement.

On your choice, you may use promotional materials (such as banners, logos, etc. as provided by GetBlock) to use in your Promotions. Brand Ambassadors must only use the promotional materials provided to them as directed via the Website.

If you need any additional promotional materials, please contact us via your GetBlock account.

## **PROMOTION**

GetBlock Brand Ambassadors are encouraged to promote our platform in various ways to drive new customers, including:

- **Social Media Promotion:** Share your unique Referral link and promote our platform on your social media channels to reach a wider audience.
- **Blogging and Writing:** Write about GetBlock on your blogs and publish articles that inform your audience about our platform and the benefits of using it.
- **Educational Video Tutorials:** Create video tutorials that showcase how to use GetBlock, highlighting its features and benefits.
- **Website Banners and Logos:** Place GetBlock banners and logos on your website to raise brand awareness and drive traffic to our platform.
- **Email Subscribers:** Share your unique Referral link with your email subscribers, encouraging them to purchase a GetBlock product.

## **COMPENSATION**

The Brand Ambassador is entitled to receive compensation under the Program for the purchase made by each Relevant lead. The percentage and the payment method shall be communicated between you by the GetBlock team. Your compensation depends on your background and experience, the quality of the lead

## **TAXES**

It is your sole responsibility to determine what, if any, taxes, charges, bank or any other financial institutions commissions apply to the transfers you complete via GetBlock, and it is your sole responsibility to report and remit the correct tax to the appropriate tax authority of your tax residence jurisdiction(s).

You agree that GetBlock is not responsible for determining whether taxes apply to your transfers or for collecting, reporting, withholding or remitting any taxes arising from any trades and transfers and does not act as your tax agent and thus GetBlock is not responsible for determining the applicable taxes or for reporting, withholding, collecting or remitting any taxes arising from the transfers you complete via GetBlock and/or any services you acquire therewith.

## **COMPLIANCE**

The Brand Ambassador warrants and agrees to maintain full compliance with the standards of the appropriate authority, for example the FTC for the USA, Advertising Standards Authority for the UK, as well as any other applicable laws. The Brand Ambassador agrees and shall clearly disclose any material connection between the Brand Ambassador and GetBlock and the subject matter of this engagement. Material connections include, but are not necessarily limited to,

GetBlock or another individual providing you with something of value, such as free use of products or services.

In general, disclosures should be: (a) in clear and unambiguous language; (b) as close as possible to the native ads to which they relate; (c) in the same medium as the ad, for instance, in the video or in the Twitter post; (d) in a font and color that's easy to read; (e) in a shade that stands out against the background; (f) for video ads, on the screen long enough to be noticed, read, and understood; and (g) for audio disclosures, read at a cadence that is easy for customers to follow and in words customers will understand.

The Brand Ambassador shall abide by the requirement imposed on the Brand Ambassador by the FTC and/or other similar authorities in other jurisdictions and to ensure that a clear and conspicuous disclosure is made each and every time the Brand Ambassador creates content pursuant to this Program.

## **PROHIBITED ACTIVITIES**

The Brand Ambassador acknowledges not to take any actions that may affect GetBlock's business interests and reputation as well as the benefits of the Brand Ambassador from the Program, and as such, the Brand Ambassador undertakes to ensure its proper conduct. The Brand Ambassador must comply with these Terms in full and shall not conduct any prohibited activities.

The following activities are prohibited under these Terms and may result in the termination of the Agreement:

- Spamming or unsolicited email marketing;
- Spamming links without having a meaningful conversation and in irrelevant threads;
- Using false or misleading Promotional materials;
- Engaging in any illegal activity;
- Infringing on the intellectual property rights of GetBlock or any third party;
- Purchasing search engine or other pay-per-click keywords that include GetBlock or any variation or misspelling thereof;
- Representing that you are a representative or employee of GetBlock;
- Register or purchase domain names that include GetBlock's name or any misspellings or variations of GetBlock to run promotions as an Brand Ambassador.

**STRICTLY PROHIBITED:** the Brand Ambassadors are not authorized to make any representations, contracts or commitments on behalf of GetBlock unless specifically requested or authorized in writing to do so by an authorized person of GetBlock.

## **COPYRIGHT NOTICE**

GetBlock's trademarks, service marks, trade dress, logos, and any other indication of the source of GetBlock's goods or services including but not limited to the Media assets provided ("GetBlock Trademarks") are all property of GetBlock. Your limited right to use the GetBlock Trademarks in connection with the Program activities does not give you any right, title, or ownership interest with respect to the GetBlock Trademarks. All goodwill arising from your use of the GetBlock trademarks in connection with Program activities, as permitted pursuant to the Agreement, will ensure to the benefit of GetBlock.

To take part in the Brand Ambassador Program, you may use GetBlock Trademarks included in Media assets (registered and unregistered) for your use solely to create and use Promotion of GetBlock or your own promotional content for this Brand Ambassador Program. You may not use GetBlock Trademarks for any other purposes without GetBlock's approval.

You grant to GetBlock a perpetual, irrevocable, sublicensable, royalty-free license, during and after the Term of this Agreement, to reproduce, distribute, display, perform, modify, and otherwise use any text, images, videos, or other content (including promotional content) that you create or publish in connection with the Program activities (collectively, the "Brand Ambassador Image"), for any marketing, promotional or internal business purposes, without attribution or further compensation to you.

## **LIMITATION OF LIABILITY**

GetBlock's total liability to the Brand Ambassador under this Agreement shall not exceed the compensation payable to the Brand Ambassador under this Agreement

GetBlock shall not be liable for any incidental, special, or consequential damages, lost profits, damages and claims based on negligence resulting from lost data, business, goodwill, opportunity costs or business interruption resulting from the use or inability to access and use the Brand Ambassador Program.

GetBlock shall have no liability for loss of publicity or loss of opportunity to enhance the Brand Ambassador's reputation, even if GetBlock delays or abandons the Program.

## **INDEPENDENT CONTRACTORS**

GetBlock engages Ambassador as an independent contractor and Ambassador accepts such engagement and agrees to provide the Relevant Leads to the best of Ambassador's ability and in accordance with these Terms.

Ambassador shall at all times be an independent contractor with control over the manner and means of Ambassador's performance. Ambassador is not an employee or agent of GetBlock and Ambassador shall not purport to be acting as GetBlock's agent, or enter into any agreements on behalf of GetBlock or otherwise bind or purport to bind GetBlock, or cause GetBlock to incur liability, in any manner whatsoever.

## **CONFIDENTIALITY**

Except as required by law, Ambassador shall not disclose or reproduce any information relating to GetBlock or its affiliates, shareholders, customers, or licensors or their respective businesses that is disclosed to Ambassador in the course of this Program (the "Confidential Information"). Ambassador shall only use the Confidential Information as necessary to exercise its rights or perform its obligations under this Agreement. This term will survive termination of this Agreement.

Confidential Information does not include information that is: (i) already known by Ambassador without an obligation of confidentiality; (ii) publicly known through no fault of Ambassador; (iii) rightfully received from a third party without any obligation of confidentiality; or (iv) independently developed by Ambassador.

## **DISCLAIMER**

GetBlock makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability of its service with respect to the Brand Ambassador Program or the information, products, services, or related graphics provided "as is", and GetBlock shall not be liable to you or anyone else for any actions taken or any decision made in reliance to your participation in the Brand Ambassador Program.

## **INDEMNIFICATION**

The Brand Ambassador agrees to indemnify, defend, and hold GetBlock and its officers, directors, employees, and agents harmless from any and all claims, damages, expenses, or losses arising out of or in connection with the Brand Ambassador's participation in the Brand

Ambassador Program, including but not limited to any claims for infringement of intellectual property rights, defamation, or violation of privacy rights. The Brand Ambassador agrees to cooperate with GetBlock in the defense of any such claims and to reimburse GetBlock for any costs, expenses, or losses incurred as a result of the Brand Ambassador's breach of this Agreement or negligence.

## **TERMINATION**

GetBlock reserves the right to terminate this Agreement at any time, for any reason or no reason, without notice

Upon termination, Brand Ambassador shall immediately cease all use of the GetBlock's trademarks, logos, and other intellectual property, and shall forfeit any unpaid Commission earned prior to the termination date. The provisions of this Agreement that by their nature and context are intended to survive the termination of this Agreement, including but not limited to indemnification, limitation of liability, and confidentiality, shall survive the termination of this Agreement.

## **SURVIVAL**

The following provisions shall survive the termination of this Agreement: (a) any obligations or liabilities that have accrued prior to the effective date of termination; (b) the confidentiality, indemnification, limitation of liability, and governing law and jurisdiction provisions; and (c) any other provisions that by their nature should reasonably survive termination.

## **CHANGES**

GetBlock reserves the right to modify these Terms at any time, without notice. It is the Brand Ambassador's responsibility to regularly review these Terms for any changes.

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