



Ambassador Participation Guidelines

Participation by Ambassador (hereinafter “Ambassador” or “you”) in the Heartbeat Ambassador Program (hereinafter the “Program”) is subject to the following guidelines and will become effective as of the date you click the “I Accept” button below. If you do not agree with these guidelines, please do not click ‘I Accept’ and do not access or use the website.

Heartbeat maintains a publicly available website, getheartbeat.co, (hereinafter “Site”) which provides third parties the ability to register their social media account(s), i.e. Instagram, Facebook, etc., to become an Ambassador with the intent of participating in promotional campaigns for a fee (hereinafter, the “Program”). There are no fees incurred by you when registering or participating in the Program. Ambassador must agree to the following guidelines in order to participate in the Program.

1. Guidelines Acceptance.

- a. You must agree to these guidelines by clicking “I Accept” where indicated.
- b. You represent that you are of legal age to enter into a binding contract with Heartbeat.
- c. You represent that you have authority to enter into this agreement.
- d. You represent that you have read and understand these guidelines.
- e. After you register on the Site to become a participant, your profile will be vetted and you will be notified whether your registration has been approved for participation.
- f. If approved, you will be added to the list of available promotion participants and will be provided with an attachment to this agreement that will define your fee schedule and the payment process.

2. Use of the Site by You.

- a. You agree to only use the Site as intended by this agreement.
- b. You agree that you are solely responsible for your username and password and will not make this information available to any other party.
- c. You represent that you have established or will establish the necessary social media account(s) as required for each promotional campaign.
- d. You agree that by participating in the promotional campaigns and using the Site, Heartbeat may collect and use your Personal Information (information that can be used to contact and/or identify you, i.e. your name, address, telephone number, email address, etc.) as outlined in Section 3. We may also collect information that you make publicly available.
- e. You understand that we may collect information that your browser sends whenever you visit the Site. This information includes, but is not limited to, your computer’s Internet Protocol (IP) address, browser type, browser version, the time and date of your visit, and the pages of the Site you accessed.
- f. You understand that we use Cookies to collect your information and that you can modify your browser settings to refuse all Cookies or to notify you when a Cookie is being sent. If you choose not to use Cookies, you may not be able to access portions of the Site.
- g. You understand that the Site is protected by SSL encryption and we do our best to keep our Site safe and secure but we cannot guarantee it.
- h. You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content.

- i. You may not modify or alter in any way, the content provided to you by Heartbeat to be posted as part of the promotional campaign unless agreed to in advance by Heartbeat.
- j. You agree to keep your on-line profile accurate, current and complete and will not create more than one Heartbeat account.
- k. You understand that if you decide you no longer wish to participate in the Program that you may cancel your registration at any time.
- l. If you click on any link on our Site that brings you to another site, once you leave the Heartbeat Site and access a site for a Third Party, these Terms and Conditions will no longer apply.
- m. You agree to comply with all applicable laws when using the Site or participating in the Program.
- n. You understand that Heartbeat may change these guidelines from time to time without prior notice. The revised guidelines will become effective upon posting and if you use the Site or our services after that date, your use will constitute acceptance of the revised terms and conditions. If any change to these guidelines is not acceptable to you, your only remedy is to discontinue using the Site and our services.

3. Use of Your Personal Information by Heartbeat.

- a. To contact you regarding the opportunity to participate in a promotional campaign.
- b. To respond to any questions you may have.
- c. To send you notifications of changes to the guidelines and or policies as they relate to your participation.
- d. To combine with other participant's data for analytical purposes to evaluate the effectiveness of the campaigns.
- e. A screenshot of your posting when participating in a promotional campaign may be shared with a third party. Except as may be required by law, no other Personal Information will be shared with any other third parties.
- f. In the event that we merge with or are acquired by another entity, we will transfer your Personal Information to the acquiring party.

4. General Agreement Provisions.

- a. We may terminate your participation at any time, for any reason.
- b. Upon termination you will no longer have access to the Site.
- c. Heartbeat retains all ownership to material provided to you as part of a Promotional Campaign as well as all posts made by you on behalf of the Promotional Campaign.
- d. The Site is provided for your use on an "AS IS", "AS AVAILABLE" and "WITH ALL FAULTS" basis. Heartbeat nor any of its employees or agents make any representations or warranties, express or implied as it relates to participation in the Program. We disclaim all warranties, express or implied, including but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus. We do not represent that the Site is error free or uninterrupted, that defects will be corrected, or that the server where the Site resides is free from any harmful components, including, without limitation, viruses. You acknowledge that the use of the Site is at your sole risk. By accessing and using the Site, you represent that your activities are lawful in every jurisdiction where you access or use the Site.
- e. If you are a California resident, you waive California Civil Code §1542, which says: a general release does not extend to claims which the creditor does not know or suspect to exist in his

or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

- f. Heartbeat will not be liable to you for any loss or damages of any kind (including without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages) that are directly or indirectly related to the use of the Site or participation in the Program. The limitation of any liability of any kind is limited to USD \$100.
- g. Heartbeat is not responsible for the actions, content, information, or data of Third Parties, and you release Heartbeat from any claims and damages, known or unknown, arising out of or in any way connected with any claim you have against any such third parties. This includes any links to Third Party websites on the Heartbeat Site. These links are provided for reference only and Heartbeat does not control such websites and is not responsible for their content.
- h. You agree to indemnify Heartbeat and hold Heartbeat harmless from and against any claims, liabilities, damages, losses and expenses arising out of or in any way connected with your use of the Site or participation in the Program including but not limited to, (1) your Content, (2) your breach of this Agreement, (3) your violation of any third party right, (4) your violation of any laws, or (5) any misrepresentation made by you.
- i. All disputes between Heartbeat and you will be resolved via binding arbitration in San Diego, California under the American Arbitration Association's rules for arbitration of consumer-related disputes and you expressly waive trial by jury. Any claims must be filed within one year after such claim arose.
- j. This Agreement is governed and construed in accordance with the laws of the State of California without giving effect to any principles of conflicts of law.
- k. If any provision of this agreement is found to be unenforceable, then that provision will be deemed severable and will not affect the validity or enforceability of any remaining provisions.
- l. You may not assign this agreement to any third party.
- m. If you reside in a territory that is subject to United States embargo controls or are on the U.S. Treasury Department's list of Specially Designated Nationals, the App nor participation in the program, will be provided to you.