

MyNewFloor.com, Inc. Vendor Affiliate Program Terms and Conditions

MyNewFloor.com, Inc., a North Carolina corporation (“we”, “MyNewFloor.com” or “Company”), may at times offer you the opportunity to refer friends via the vendor affiliate program (“Program”) offered on its web site located at <https://www.mynewfloor.com>

Binding Agreement. By using the Platform or participating in the Program, you are bound by these Terms and Conditions (“Terms”) and indicate your agreement to them. All of the Company's decisions are final and binding. These Terms are incorporated in, part of and subject to the Company’s Terms of Service available <https://www.mynewfloor.com/terms-n-conditions>

Privacy. The personal information collected, processed and used as part of the Program will be used in accordance with Company’s Privacy Policy, which is available for your review at <https://www.mynewfloor.com/privacy-policy>

Eligibility. If you are under 18 years old or the age of majority in your jurisdiction, then you may not use or access the MyNewFloor.com Platform. Children under 13 years old are prohibited from accessing the MyNewFloor.com Platform or otherwise providing any personal information to MyNewFloor.com.

- 1. How does the MyNewFloor.com Vendor Affiliate Program work?** After signing up you will receive a unique referral link to share with your clients to spread the word about MyNewFloor.com. Your unique referral link leads to an offer page where your clients and followers have the opportunity to schedule a consultation with one of MyNewFloor.com Flooring Specialist and save up to \$250. See below for special discount details. After we confirm the sale, you are eligible for a 5% commission. Commissions are for new qualified clients only. New clients are qualified after they purchase services from MyNewFloor.com. There is no limit to how many referrals you may make, and no limit to how much you may earn.
- 2. Which referrals will Vendor Affiliate get paid for?** We will pay Vendor Affiliates for any new qualified client that our sales reps were not previously engaged with. New clients are qualified after they purchase services from MyNewFloor.com
- 3. How much Vendor Affiliate can earn?** Earn 5% commission for every new qualified client you refer, with no limit to how referrals you may make, and no limit to how much you may earn

4. **How and when do I get paid?** Payments are verified and paid-out within 15 days of the month after your commission is earned via Venmo. For example, any commissions earned in February will be paid by March 15th.
5. **What are the details of the special discount?** The referred client will receive a 5% discount on purchases between \$1000 and \$5000 with a maximum value of \$250, coupon cannot be combined with any offer or discount.
6. **How does my referral link work?** You can share your referral link anywhere at any time. You can also create custom links if you'd like to drive traffic to a particular destination or customize your link name. We use cookies to track your referrals, so when you create and share a custom link it will track your referral activity, regardless of the link destination. The cookies last for 90 days after someone clicks on your link. If they click again, the 90 days restarts! You can check the status of your link clicks on the Vendor Affiliate Dashboard.
7. **Restrictions.** Vendor Affiliate cannot refer themselves or create multiple, fictitious or fake accounts with the Company. No User may use the Program to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene or outside the spirit and intent of the Program. In addition, you may not (i) tamper with the Program, (ii) act in an unfair or disruptive manner, or (iii) use any system, bot or other device or artifice to participate or receive any benefit in the Program. This includes but is not limited to a general prohibition on posting of the referral codes on any website which offers the referral code to anyone other than Friends, i.e. individuals to whom you personally know. If we believe that a referral code associated with a User's account was used in such a manner, we have the right to remove all credit associated with that account and remove the User from the MyNewFloor.com Platform. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE COMPANY RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
8. **Liability.** YOU UNDERSTAND AND AGREE THAT THE INDEMNIFIED PARTIES (DEFINED BELOW) SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY MyNewFloor.com, OR THE COST OF SUBSTITUTE

PRODUCTS OR SERVICES) ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE MyNewFloor.com PLATFORM OR THE TASK SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. By participating in the Program, you agree to indemnify, defend, and hold harmless MyNewFloor.com and Affiliates, and their attorneys, insurers, independent contractors, providers, successors and assigns (the "Indemnified Parties") from and against any and all liabilities incurred in connection with (i) your use or inability to use the MyNewFloor.com Platform or perform Tasks, or (ii) your breach or violation of this Agreement; (iii) your violation of any law, or the rights of any User or third party and (iv) any content submitted by you or using your account to the MyNewFloor.com Platform, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. You also agree to indemnify the Indemnified Parties for any Liabilities resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or loan on our infrastructure. MyNewFloor.com reserves the right, in its own sole discretion, to assume the exclusive defense and control at its own expense of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of MyNewFloor.com. TO THE FULLEST EXTENT POSSIBLE BY LAW, THE INDEMNIFIED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), SHALL BE \$10.00.

9. **Disclaimer of Warranties.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE PROGRAM AND THE MyNewFloor.com PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MyNewFloor.com MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE MyNewFloor.com PLATFORM OR THE CONTENT OF ANY SITES LINKED TO THE MyNewFloor.com PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY IN CONTRACT, WARRANTY OR IN TORT FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE MyNewFloor.com

PLATFORM, (III) ANY ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND (IV) EVENTS BEYOND OUR REASONABLE CONTROL.

10. **Bulk Distribution** (“Spam”). Each Vendor Affiliate is the actual sender of the emails and must comply with applicable law. Referrals must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members. By submitting any email address as part of the Program, the Ambassador represents that he/she has the appropriate permission and consent. Bulk email distribution, distribution to strangers, or any other use of the services described herein in a manner that is not promoted is expressly prohibited and may be grounds for immediate removal from the Platform and further legal action. The Company has no obligation to monitor the Program or any communications; however, the Company may choose to do so and block any chat messages, remove any such User Generated Content, or prohibit any use of the Program. Ambassador who does not comply with the law, including anti-spam laws, is obligated to indemnify the Company against any liabilities, costs and expenses it incurs as a result of such spam.
11. **Right to Cancel, Modify or Terminate.** We reserve the right to cancel, modify or terminate the Program at any time for any reason. We reserve the right to disqualify any User at any time from participation in the Program if we have a good faith belief that he/she has violated any of these Terms.