

## Live Conscious Influencer Terms and Conditions

Congratulations on qualifying to be a Live Conscious Influencer. Live Conscious (“we,” “us,” “our,” “Live Conscious,” or the “Company”) are excited about the opportunity to work with you. Before moving forward, however, you must familiarize yourself with the following Live Conscious Influencer Terms & Conditions.

The Live Conscious Influencer Terms & Conditions provided below are in addition to the standard Live Conscious Terms and Conditions, which are available here and incorporated herein by reference.

The Live Conscious Terms and Conditions and the Live Conscious Influencer Terms & Conditions (collectively, the “Terms” or “Agreement”) are a legally binding contract between you and Live Conscious. BY BECOMING A LIVE CONSCIOUS INFLUENCER, YOU AGREE TO ALL OF THE TERMS AND TO FULLY COMPLY WITH AND ABIDE BY THE AGREEMENT. Therefore, we ask that you **PLEASE READ THE FOLLOWING TERMS CAREFULLY.**

1. **ARBITRATION NOTICE.** As stated above, the Live Conscious Terms and Conditions are part of the Terms. This includes, without limitation, THE MANDATORY ARBITRATION AGREEMENT CONTAINED THEREIN. THE ARBITRATION AGREEMENT REQUIRES YOU TO RESOLVE ALL DISPUTES WITH LIVE CONSCIOUS ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION, AND REQUIRES YOU TO FOREGO THE RIGHT TO RESOLVE ANY AND ALL DISPUTES YOU MAY HAVE WITH LIVE CONSCIOUS THROUGH COURT PROCEEDINGS OF ANY KIND. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THE ARBITRATION AGREEMENT AND HAVE TAKEN THE TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.
2. **INSTAGRAM NOT INVOLVED.** You acknowledge and agree that although these Terms require use of Instagram, Instagram is not a party to this Agreement. This Agreement is between you and Live Conscious only.
3. **DESCRIPTION OF LIVE CONSCIOUS INFLUENCER PROGRAM.**
  1. The Live Conscious Influencer Program (the “Program”) allows you to earn free Live Conscious products in exchange for Live Conscious-Compliant Instagram posts. First, you receive a Live Conscious product using a free product code that you receive from Live Conscious. Second, you publish a Live Conscious-Compliant Instagram post. Third, within one hour of publishing your post on Instagram, you share your post with us and we check it to ensure that it is Live Conscious-Compliant. Fourth, as long as your Instagram post is Live Conscious-Compliant, you receive another free product code to use for another Live Conscious product.
  2. Your compensation for participating in the Program will only ever be Live Conscious products. You will not receive, and agree that you are not entitled to receive, any other compensation from Live Conscious. The products may not be resold or exchanged for other value.
  3. You may only receive one free product in a thirty (30) day period. The foregoing notwithstanding, you may post as many Live Conscious-Compliant posts as you want during the term of this Agreement. For as long as you are a Live Conscious Influencer, any post you make that refers or relates to Live Conscious in any manner whatsoever, and regardless of whether you will use the post to obtain a free product code, must be Live Conscious-Compliant.
  4. You and Live Conscious are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representations on our or our affiliates’ behalf. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Agreement, you will be deemed to have taken the action yourself.

**LIVE CONSCIOUS-COMPLIANT POSTS.** To receive a free Live Conscious product, your post must be Live Conscious-Compliant. To be Live Conscious-Compliant:

1. Your post must be a static post. Story posts are not supported at this time.
2. If you describe the benefits or performance of the Live Conscious product, including your own personal experience with the product, your description must substantially mirror the language contained in the Live Conscious Influencer Content Library, available [here](#).
3. YOUR POST MUST **NOT** MAKE ANY STATEMENTS CONCERNING HEALTH IN ANY WAY WHATSOEVER. THIS MEANS THAT, EVEN IF TRUE, YOU MUST NOT CLAIM THAT ANY Live Conscious PRODUCT PROVIDED YOU WITH ANY RELIEF FROM ANY HEALTH AILMENTS. IF YOU ARE UNCERTAIN ABOUT WHETHER A PARTICULAR STATEMENT CONCERNS HEALTH, DO NOT MAKE THAT STATEMENT. TO BE CLEAR, THE FOLLOWING TERMS (AND ANY DERIVATIONS THEREOF) CONCERN HEALTH, AND MUST **NOT** BE USED:
  - Health
  - Inflammation
  - Inflammation
  - Gut
  - Intestines
  - Digestion
  - Bowels
  - Cure
  - Heal
  - Bones
  - Joints
  - Ligaments
  - Tendons
  - Disease
  - The names of any diseases or ailments
  - Pain
  - Relief

## LIVE CONSCIOUS-COMPLIANT POSTS CONTINUED:

4. THIS LIST IS NON-EXHAUSTIVE. YOU MUST NOT MAKE ANY STATEMENTS CONCERNING HEALTH WHATSOEVER. IF YOU ARE UNCERTAIN ABOUT WHETHER A PARTICULAR STATEMENT CONCERNS HEALTH, DO NOT MAKE THAT STATEMENT. TO ENSURE THAT YOUR POST IS LIVE CONSCIOUS-COMPLIANT, YOUR BEST BET IS TO CONSULT THE LIVE CONSCIOUS INFLUENCER CONTENT LIBRARY, AVAILABLE [HERE](#), AND SUBSTANTIALLY MIRROR THE LANGUAGE CONTAINED THERE.
5. You must not mention any brand other than Live Conscious.
6. You must not show the name brand of any other products in your post.
7. You must tag every post with #ad and #LiveConsciousinfluencer #WakeUpToWellness in that order. You may add other hashtags as well (provided they comply with the Terms), but #ad and #LiveConsciousinfluencer must always be the first and second ones listed.
8. Your post must comply with the FTC's guidelines for Social Media Influencers, available [here](#).
9. You must not post any images or other content that you did not personally author, except that you may use images and other content identified as available for your use in the Live Conscious Influencer Content Library.
10. You must not include the image, voice, or likeness of any person other than yourself in any post.
11. Your post must be submitted to Live Conscious within one hour of being published to Instagram.
12. Submission of non-compliant post. If your post is deemed non-compliant, you must remove the non-compliant from Instagram within 30 minutes of learning of its non-compliance, and provide confirmation of its removal immediately thereafter.

**INFLUENCER CONTENT.** Subject to any other applicable rules or guidelines (including those provided by Instagram), and excluding any content from the Live Conscious Influencer Content Library, you retain any copyright and other proprietary rights that you may hold in your posts (“Influencer Content”).

1. By providing us with links to your posts and by submitting any Influencer Content to Instagram using a Company-branded hashtag (i.e., #LiveConsciousinfluencer), you grant Live Conscious a worldwide, non-exclusive, irrevocable, transferable, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your Influencer Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed. Among other things, this means that your Influencer Content can be added to the Live Conscious Influencer Content Library and used by other Live Conscious Influencers.
2. Live Conscious disclaims any and all liability in connection with Influencer Content. You are solely responsible for your Influencer Content and the consequences of providing Influencer Content via the Program. By providing Influencer Content, you affirm, represent, and warrant that: (a) you are the creator and owner of the Influencer Content, or have the necessary licenses, rights, consents, and permissions to authorize Live Conscious and its licensees or sub-licensees, including other Live Conscious Influencers to use and distribute your Influencer Content as necessary to exercise the licenses granted by you in this Agreement; (b) the Influencer Content does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Live Conscious to violate any law or regulation or otherwise cause liability for Live Conscious; and (c) your Influencer Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.
3. Live Conscious is under no obligation to edit or control Influencer Content that you or other users post or publish, and will not be in any way responsible or liable for Influencer Content. Live Conscious may, however, at any time and without prior notice, screen, remove, edit, or block any Influencer Content that in our sole judgment violates these Terms or is otherwise objectionable. Should Live Conscious determine that a post or Influencer Content is not Live Conscious-Compliant, you shall, at Live Conscious’s request, immediately remove such post from Instagram and wherever else you may have published it.

1. **COMPLIANCE REQUIREMENTS.** You must comply with this Agreement to participate in the Program and receive Live Conscious products. You must promptly provide us with any information that we request to verify your compliance with this Agreement. If you violate this Agreement, or if you violate the terms and conditions of any other applicable agreement you have with us, then, in addition to any other rights or remedies available to us, we reserve the right to permanently (to the extent permitted by applicable law) withhold (and you agree you will not be eligible to receive) any and all compensation due to you under this Agreement (i.e., free Live Conscious products), whether or not directly related to such violation without notice and without prejudice to any right of Live Conscious to recover damages in excess of this amount.
2. **Live Conscious CUSTOMERS.** Our customers are not, by virtue of your participation in the Program, your customers. As between you and us, all pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and product sales set forth on the Live Conscious website will apply to those customers and may be changed at any time. You will not handle or address any contacts with any of our customers, and, if contacted by any of our customers for a matter relating to interaction with Live Conscious or a Live Conscious product, you will state that those customers must contact Live Conscious to address customer service issues.
- 3.

## **WARRANTIES.**

1. You represent, warrant, and covenant that (a) you will participate in the Program and create posts in accordance with this Agreement, (b) neither your participation in the Program nor your creation of your Posts will violate any applicable laws, ordinances, rules, regulations, orders, licenses, permits, guidelines, codes of practice, industry standards, self-regulatory rules, judgments, decisions, or other requirements of any governmental authority that has jurisdiction over you (including all such rules governing communications, data protection, advertising, and marketing), (c) you are lawfully able to enter into contracts (e.g. you are not a minor or otherwise legally prevented from contracting), (d) you have independently evaluated the desirability of participating in the Program and are not relying on any representation, guarantee, or statement other than as expressly set forth in this Agreement, (e) the information you provide in connection with the Program is accurate and complete at all times.

1. Disclaimers; No Warranties by Live Conscious. EXCEPT AS PROVIDED FOR IN THESE TERMS, THE PROGRAM, PRODUCTS, AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE PROGRAM ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY LAW, Live Conscious DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE PROGRAM, PRODUCTS, AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE PROGRAM, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. Live Conscious DOES NOT WARRANT THAT THE PROGRAM OR ANY PORTION OF THE PROGRAM, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE PROGRAM (INCLUDING RECEIPT OF FREE PRODUCTS), WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND LIVE CONSCIOUS DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LIVE CONSCIOUS WILL CREATE ANY WARRANTY REGARDING LIVE CONSCIOUS, PRODUCTS, OR THE PROGRAM THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE PROGRAM, PRODUCTS, AND YOUR DEALING WITH ANY OTHER PERSON. YOU UNDERSTAND AND AGREE THAT YOU PARTICIPATE IN THE PROGRAM AND USE THE LIVE CONSCIOUS PRODUCTS AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE PROGRAM) OR ANY LOSS OF DATA.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. LIVE CONSCIOUS DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT COMPANY IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

1. **INDEMNIFICATION.** You agree to defend, indemnify and hold harmless Live Conscious and its licensees and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees), resulting from or arising out of (a) your participation in the Program and (b) a breach of these Terms.
2. **NO CONFLICTS.** These Live Conscious Influencer Terms & Conditions incorporate the Live Conscious Terms and Conditions set forth here as if fully set forth herein. The Live Conscious Terms and Conditions explain that "Supplemental terms shall prevail over these Terms only in the event of a conflict ...." For the avoidance of doubt, unless a term contained herein creates a direct and irreconcilable conflict with a term contained in the Live Conscious Terms and Conditions, no conflict shall be found. Thus, by way of example only, the fact that there is a section on indemnification in both documents does not mean that there is a conflict. Wherever it is possible for the terms of both documents to apply they shall.
3. **TERM AND TERMINATION.** The term begins upon your submission of a Live Conscious-Compliant post and continues until Live Conscious decides to terminate the Agreement, which it may do at any time for any reason or no reason and with or without notice to you. You may terminate your Live Conscious Influencer account at any time by sending us an email to [Partners@weliveconscious.com](mailto:Partners@weliveconscious.com) stating your desire to terminate this Agreement.
  1. Upon termination, you shall no longer receive free Live Conscious products, and you must no longer use the hashtags #LiveConsciousinfluencer or otherwise hold yourself out as affiliated with Live Conscious.



1. **MODIFICATION.** Live Conscious reserves the right to modify or discontinue the Program at any time (including by limiting or discontinuing certain products or features of the Program), temporarily or permanently, without notice to you. Live Conscious will have no liability for any change to product offerings or the Program or any suspension or termination of your access to or participation in the Program.
2. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL LIVE CONSCIOUS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR PARTICIPATION IN, ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE PROGRAM OR ANY MATERIALS OR CONTENT PROVIDED THROUGH THE PROGRAM (INCLUDING CLAIMS RELATED TO OUR PRIVACY POLICY OR OTHER PRIVACY OR DATA SECURITY CLAIMS), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LIVE CONSCIOUS HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.