

# Terms of Service

## YOUR ACCEPTANCE

Welcome to the Terms of Service for the Interactive Metronome® Ambassador Referral Program website. This is an agreement between, Interactive Metronome® (IM) and you, a user of our website or our services. By accepting a referral or by accessing our website or using any of the IM Ambassador Referral Program Services, you agree to be bound by this Agreement and the Privacy Policy.

## Throughout this Agreement:

- “IM Ambassador Referral Program,” “us,” “we,” and “our,” refer to our company, Interactive Metronome® and our Site and Services, as is appropriate in the context of the use of the words.
- “Content” shall refer to any content submitted or transmitted by users of the Site and Service, including but not limited to text, photos, pictures, comments, designs, data, or videos.
- “Affiliate(s) and “Ambassador” shall refer to any users who participate in our referral and affiliate marketing programs.
- “You”, “your” or “user(s)”, shall refer to you, a user of our Site or Services.
- “Site” may refer to [www.interactivemetronome.com](http://www.interactivemetronome.com), <http://www.interactivemetronome.com/index.php/referrals>, <https://interactivemetronome.getambassador.com>, and any other sites affiliated with referral campaigns.
- “Service” shall refer to the IM Ambassador Referral Program services including but not limited to referral marketing, affiliate marketing, and client services.
- “Software” shall refer to any software offered by IM Ambassador Referral Program through the Site or Service.

If you do not agree to the Terms of Service or the Privacy Policy please cease using our Software, Site and Service immediately. Users of our Service must be 18 or above. If you are under the age of 18 please stop using our Site and Service immediately.

## IM AMBASSADOR REFERRAL PROGRAM DESCRIPTION OF SERVICE

The IM Ambassador Referral Program is an online referral marketing system that utilizes the Ambassador referral management Software and online platform. Users can earn and track rewards through Ambassador’s proprietary system. Rewards are based on campaign parameters and are awarded with each “success.”

## USER ACCOUNTS

In order to use our Site and Service you will be required to register. During registration we may collect information as described by our Privacy Policy. You agree to submit accurate and truthful information when registering. We have the final discretion in granting accounts and reserve the right to reject users without explanation.

## MODIFICATION OF SERVICE AND SOFTWARE

We reserve the right to alter, update, or remove our Service and Software at any time. We may conduct such modifications to our Service or Software for security reasons, intellectual property or other legal reasons, or various other reasons at our discretion, and we are not required to explain such modifications.

## USE OF IM AMBASSADOR REFERRAL PROGRAM

When using our Service, you are responsible for your use of the IM Ambassador Referral Program, and for any use of the IM Ambassador Referral Program made using your account. You agree not to access, copy, or otherwise use IM Ambassador Referral Program, including our intellectual property and trademarks, except as authorized by these Terms of Service or as otherwise authorized in writing by IM Ambassador Referral Program. You agree not to use the IM Ambassador Referral Program to:

- You will not copy, distribute or disclose any part of the Site or the Service in any medium, including without limitation by any automated or non-automated “scraping”;
- You will not use any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Site or the Service in a manner that sends more request messages to Interactive Metronome® servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that the IM Ambassador Referral Program grants the operators of public search engines revocable permission to use spiders to copy materials from the publicly available searchable indices of the materials, not caches or archives of such materials);
- You will not attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Site, Software, or Service;
- You will not take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- You will not upload invalid data, viruses, worms or other software agents through the Service or Software;
- You will not collect or harvest any personally identifiable information, including account names, from the Service or Software;
- You will not access the Site or Service through any technology or means other than those provided or authorized by the Service or Software;
- You agree not to stalk, harass, bully or harm another individual who uses our Site or Service;
- You agree not to impersonate any person or entity or misrepresent your affiliation with a person or entity;
- You agree to use our Software only in a safe manner and in compliance with all laws, you explicitly agree that you will not use the IM Ambassador Referral Program for any criminal communications or for transmitting any child pornography;
- You agree that you will not hold Interactive Metronome® responsible for your use of our Site or Software;
- You agree not to violate any requirements, procedures, policies or regulations of networks connected to the IM Ambassador Referral Program;
- You agree not to interfere with or disrupt the Site, Software, or Service;
- You agree not to hack, spam or phish us or other users;
- You agree to not violate any law or regulation and you are responsible for such violations;
- You will not use our Site or Software to post any false, misleading, unlawful, defamatory,

- obscene, invasive, threatening, harassing, inflammatory, fraudulent Content;
- You agree not to cause, or aid in, the destruction, manipulation, removal, disabling, or impairment of any portion of our Site, including the de-indexing or de-caching of any portion of our Site from a third party's website, such as by requesting its removal from a search engine;
- You will not upload any Content to our Site or Software that includes any third party intellectual property unless you have permission from the owner to use it in the specific manner that you used it;

If you are discovered to be undertaking any of the aforementioned actions your privileges to use our Service may at our discretion be terminated or suspended. Generally, we will provide an explanation for any suspension or termination of your use of any of our Services, but Interactive Metronome® reserves the right to suspend or terminate any account at any time without notice or explanation.

## DISCOUNTS AND REWARDS

Discounts refer to the reduction in price, promotional code or coupon code, or any other form of compensation made to new signups as incentive to accept referral (for example, in our "Refer and Earn \$25" campaign, anyone accepting the referral receives a "discount" of \$25 off of a certification course). Users must use the same email and name given for the referral to take advantage of campaign discounts. Discounts will be applied at checkout. Discount can only be applied to credit card orders. All check and PO orders are currently not eligible for referral commission; however, referred partner may take advantage of discount. The referral discount cannot be combined with other discounts, promotional codes or coupon codes. In the event that a temporary sale or website-wide price reduction is in effect, discount(s) may still be applied; however, the discount will only be valid with an aforementioned company-wide, standard price reduction.

Rewards refer to the commission received by an Affiliate who refers potential clients. (For example, in our "Refer and Earn \$25" campaign, when a referral is accepted and a "success" is registered in Ambassador's online platform a "reward" of 25 IM Bucks is added to the Affiliate's account).

- In the event Interactive Metronome® enters an Agreement with a prospective customer within 6 (six) months (or such other time as set forth in the campaign) of a referral hereunder by you and Interactive Metronome® agrees in its sole discretion that: (i) a customer has been validly submitted under the Agreement by you, and (ii) to accept such referral by you, and (iii) you are eligible to receive commissions with respect to commission eligible products purchased by such customer; you will be paid as your sole consideration the compensation set forth in the Agreement. For the avoidance of doubt, Interactive Metronome® shall have no payment obligation with respect to any Interactive Metronome® products and/or services other than the commission eligible products and you agree that Interactive Metronome® or its partners may use any information provided under the Agreement to sell any Interactive Metronome® products and/or services other than the commission eligible products without liability or payment obligation.
- Payout of commission is considered under review and commissions will be marked as "pending" during the review process. In the event that a certification course order is altered to the extent it is no longer valid for a discount or reward, the commission will be

labeled “denied” and the appropriate users will be notified. The final determination of the validity of any commission payout claim is at the sole discretion of IM and our employees.

- Unless otherwise set forth in the Agreement Interactive Metronome® will make commission payout decisions within thirty (30) days after the end of the month in which such commission action is initiated. All determinations are final.
- Repeated “denied” commission payouts may be seen as a violation of these terms and conditions. If it is determined that user action is intended to fraudulently profit from or exploit the IM Ambassador Referral Program, the offending user account(s) will be deactivated and Interactive Metronome® will prosecute to the fullest extent of the law when applicable and necessary.
- If “pending” commission payouts meet all of the requirements laid out previously, the commission will be labeled “approved” and the appropriate users will be notified.
- Payment requests shall be submitted when ordering to Interactive Metronome® through Client Success Manager Scott Pallack by calling (954) 385-4660 ext. 262, or by emailing [spallack@interactivemetronome.com](mailto:spallack@interactivemetronome.com).
- Payouts may be awarded in full and partial amounts of remaining balance. That determination will be made with your direct consent while you are in contact with Interactive Metronome®. Payouts may be awarded through single use promo codes, instant price reductions, coupons, etc. and are awarded at the sole discretion of Interactive Metronome®.
- Unless otherwise set forth in the Agreement Interactive Metronome® will make commission payments to you within thirty (30) days after the end of the month in which such commission is earned and each monthly payment will include true ups for the previous month’s commissions not previously paid or overpaid.

The parties acknowledge and agree that Interactive Metronome®: (i) is under no obligation to accept a customer submitted by you; (ii) may refuse any customer (either in whole or in part or with respect to some but not other commission eligible products) submitted by you for any reason or no reason; (iii) may terminate (whether for cause or convenience) or otherwise allow termination or expiration of any Sales Agreement; (iv) may engage in any type of business with any person or entity (including but not limited to sales of commission eligible products or sales any other Interactive Metronome® products and/or services to customers submitted by you); and (v) may use any information provided to Interactive Metronome® for any reason; and (vi) may take any or all of the foregoing actions without liability of any kind to you or any third party, regardless of whether you have also submitted such person or entity under the Agreement, have previously received payments under the Agreement, or otherwise. You further acknowledge and agree that Interactive Metronome® may take any or all of the above actions or inactions in Interactive Metronome®’s sole discretion without liability or payment obligation to you and your sole and exclusive remedy in case of any of the actions or inactions by Interactive Metronome® is to terminate the Agreement and make no further referrals to Interactive Metronome®.

## AFFILIATE GUIDELINES

Please be aware that aside from this Agreement you must agree with the terms of the Interactive Metronome® site terms, conditions and privacy policy and the IM Ambassador Referral Program

Affiliate Agreement. As an Affiliate, you also have additional responsibilities when using our Site and Service; you agree that you will not:

- Send spam messages through your use of the Service.
- Create more than one IM Ambassador Referral Program account.
- Attempt to inflate your commissions by circumventing or otherwise compromising our systems.
- Collect, scrape, or store data about other Affiliates or Clients.
- Commit fraud or preform any illegal activities through your use of the IM Ambassador Referral Program Service.
- Post ads on offensive, illegal, hateful, pornographic, or otherwise distasteful websites.
- Post ads or links in a "Desktop" advertising scheme. This includes any and all 3rd party advertising platforms that use a desktop application to display ads in any form.

We may suspend or terminate your account immediately, if you violate any of these guidelines or we feel that your actions may harm Interactive Metronome®, our network of Providers or the Ambassador Referral Program.

## **SOFTWARE AND SITE AVAILABILITY**

We do not guarantee that the Software or Site will always be available, work, or be accessible at any particular time. Only users who are eligible to use our Software may do so. We reserve the right to terminate access for anyone. We cannot guarantee that the Software will work as advertised, or that it will give you the desired results.

## **COMPLIANCE WITH ALL LAWS AND REGULATIONS**

Interactive Metronome® is not responsible for your violation of any laws while using our Site and Service. Users must comply with all local, state, or federal laws regarding your use of our Site and Service. Our Software and Service are void where prohibited.

## **INTELLECTUAL PROPERTY RIGHTS**

The design of the IM Ambassador Referral Program Service along with IM Ambassador Referral Program created text, templates, scripts, graphics, interactive features and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Interactive Metronome®, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Interactive Metronome® reserves all rights not expressly granted in and to the Service and the Site. You agree to not engage in the use, copying, or distribution anything contained within the Site or Service unless we have given express written permission.

## **REPRESENTATIONS AND WARRANTIES**

OUR SITE OR SERVICE IS OFFERED "AS-IS", INCLUDING ANY ERRORS, BUGS OR OTHER TECHNICAL ISSUES. YOU AGREE THAT WHILE USING OUR SOFTWARE OR SERVICE, YOUR RESULTS MAY VARY AND YOU MAY NOT ACHIEVE ANY DESIRED RESULTS. WE EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED. OUR SITE, SOFTWARE, OR SERVICE MAY NOT BE FIT FOR A PARTICULAR PURPOSE AND MAY NOT WORK OR BE APPLICABLE WHERE YOU RESIDE. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE

REASONABLE SKILL AND CARE INVESTED IN OUR SERVICE, SATISFACTORY QUALITY OF OUR SERVICE, MERCHANTABILITY OF OUR SERVICE OR THAT OUR SERVICE IS NON-INFRINGEMENT. FURTHERMORE, WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, THAT THE SITE OR SERVICE WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION, THAT ANY DEFECTS OR ERRORS IN THE SITE OR SERVICE WILL BE CORRECTED, OR THAT THE SITE OR SERVICE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM. INTERACTIVE METRONOME® IS NOT OBLIGATED TO PROVIDE YOU ACCESS TO OUR SITE AND SERVICE. IN THE EVENT OF ANY PROBLEM WITH THE SITE OR SERVICE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE OR SERVICE.

### LIMITATION OF LIABILITY

IN NO EVENT SHALL INTERACTIVE METRONOME®, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM (I) YOUR USE OR INABILITY TO USE THE SOFTWARE, SOFTWARE, WEBSITE OR OUR SERVICES ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) ANY PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE OR SERVICE, (III) ANY INTERRUPTION, MISINFORMATION, INCOMPLETE INFORMATION, OR CESSATION OF TRANSMISSION TO OR FROM OUR SOFTWARE TO YOU, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, (V) ANY FAILURE OF ANY THIRD PARTY INFORMATION LISTED ON OUR SITE AND SERVICE, INCLUDING ANY FAILURES OR DISRUPTIONS WHETHER INTENTIONAL OR UNINTENTIONAL OR (VI) ANY ERRORS OR OMISSIONS IN OUR SITE OR SERVICE FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF OUR SITE OR SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION

*For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.*

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION

1542, WHICH STATES, "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." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE. YOUR ABILITY TO USE OUR SOFTWARE AND SERVICE IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT. YOU AGREE OUR TOTAL LIABILITY TO YOU IS NOT MORE THAN \$100 U.S. DOLLARS OR THE TOTAL AMOUNT YOU SPENT WHILE USING OUR SITE, SOFTWARE, AND SERVICE WITHIN THE LAST SIX MONTHS, WHICHEVER IS GREATER.

## INDEMNITY

You agree to defend, indemnify and hold harmless Interactive Metronome®, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- your use of and access to the IM Ambassador Referral Program Site and Service;
- your violation of any term of these Terms of Service;
- your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- any claim that any of your Content caused damage to a third party.

This defense and indemnification obligation will survive this Agreement and your use of the IM Ambassador Referral Program Service. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim and you shall be liable for the damages as though we had proceeded with a trial.

## COPPA COMPLIANCE

The IM Ambassador Referral Program and its Services may only be used by persons 18 years and older. If you are under 18 please stop using our Site and Software and please do not submit any information to us.

## CHOICE OF LAW

This Agreement shall be governed by the laws in force in the state of Florida. The offer and acceptance of this contract is deemed to have occurred in the state of Florida.

## CONFLICTING AGREEMENTS

In event that any provisions within this Agreement conflict with either the SAAS Agreement or the Affiliate Agreement, those agreements shall be controlling and have precedence.

## FORUM OF DISPUTE

You agree that any dispute arising from or relating to this Agreement will be heard solely by a court of competent jurisdiction in or nearest to Sunrise, FL. If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and that you will be responsible for our reasonable attorneys' fees, court costs, and disbursements in doing so. You agree that the unsuccessful party in any dispute arising from or relating to this Agreement will be responsible for the reimbursement of the successful party's reasonable attorneys' fees, court costs, and disbursements.

## FORCE MAJEURE

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

## SEVERABILITY

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of this Agreement are deemed to conflict with each other's operation, Interactive Metronome® shall have the sole right to elect which provision remains in force.

## NON-WAIVER

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

## TERMINATION OF SERVICE

We may terminate or suspend your Affiliate account, or our Service and Software without notice, though we will strive to provide a timely explanation in most cases. Please be aware that if we terminate service, you may be entitled to a refund if applicable. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## ASSIGNMENT

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

## AMENDMENTS

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified, make an announcement on our homepage or we may email you. You may refuse to agree to the amendments, but if you do, you



must immediately cease using our Site and our Service.

## **ELECTRONIC COMMUNICATIONS**

The communications between you and Interactive Metronome® use electronic means, whether you visit the Software, Site, or Service or send Interactive Metronome® e-mails, or whether Interactive Metronome® posts notices on the Software, Site, or Service or communications with you via e-mail. For contractual purposes, you (1) consent to receive communications from Interactive Metronome® in an electronic form; (2) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Interactive Metronome® provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

## **CALIFORNIA USERS AND RESIDENTS**

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about the IM Ambassador Referral Program must be addressed to our agent for notice and sent via certified mail to: Agent of the IM Ambassador Referral Program, 13798 NW 4<sup>th</sup> Street, Suite 300, Sunrise, FL, 33325. Lastly, California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.