

These Terms and Conditions were last updated on and are effective as of December 2025.

This Agreement describes and provides the terms and conditions (the “Terms”) that govern and apply to your participation in Naked Sunday’s PTY LTD (the “Company”, “we”, “us” or “our”) Ambassador Program (the “Program”).

You may only participate in the Program if you are eighteen (18) years of age, or older.

You agree that your participation in the Program shall constitute express consent to these Terms.

FAILURE TO COMPLY WITH THESE TERMS WILL RESULT IN IMMEDIATE TERMINATION OF YOUR AMBASSADOR ACCOUNT AND ALL RELATED PRIVILEGES, AS WELL AS FORFEITURE OF ALL UNPAID COMMISSIONS THAT HAVE BEEN EARNED THROUGH YOUR PARTICIPATION IN THE AMBASSADOR PROGRAM.

Naked Sundays further reserves its right to pursue any and all claims, legal and equitable, that may result from any violation of these Terms. Naked Sundays expressly reserves the right to modify these Terms at any time, with or without notice to you. Your continued participation in the Program following any such change shall constitute and evidence your agreement to any such modification to these Terms.

To contact us about any of the matters addressed in these Terms, including to ask questions or to provide comments about these Terms, you may contact us by email at nsmarketing@naked Sundays.com

→ **YOUR AMBASSADOR LINK AND COMMISSION:**

Naked Sundays reserves the sole and exclusive right to approve, accept, or reject any and all applications to join or participate in the Naked Sundays Ambassador Program (“Program”). Participation is only permitted for individuals who are eighteen (18) years of age or older. By applying for and/or participating in the Program, you expressly represent and warrant that you are eighteen (18) years of age or older.

YOU ARE ONLY PERMITTED TO APPLY FOR AND USE ONE (1) AMBASSADOR LINK.

Submitting more than one application for an Ambassador Link, or attempting to hold multiple Ambassador Links per person, is grounds for immediate termination from the Program and constitutes sufficient grounds for forfeiture of all unpaid commissions earned through your participation.

If you wish for Naked Sundays to deactivate an Ambassador Link previously approved for you, for any reason (including, but not limited to, your desire to apply for a new Ambassador Link), you may submit a request to:

nsmarketing@naked Sundays.com

Upon acceptance into the Naked Sundays Ambassador Program, you will be provided with a unique Ambassador Link. When used in compliance with these Terms, this link allows you to earn ten percent (10%) commission on the Gross Revenue received by Naked Sundays from qualifying purchases made through www.usnaked Sundays.com using your Ambassador Link (or purchases otherwise directly attributable to your link) (the “Commission”).

“Gross Revenue” refers to the actual amount paid by a customer for Naked Sundays merchandise. It excludes shipping fees, sales tax, discounts, or any additional charges applied at checkout.

Naked Sundays will pay your Commission in accordance with its then-current payment policies and procedures, which may be updated from time to time at Naked Sundays’ sole discretion. Naked Sundays will use reasonable efforts to make all applicable payment policies publicly available and to provide reasonable advance notice of any material changes.

By participating in the Program, you hereby acknowledge that the Commission is sufficient consideration for your involvement and that you are not entitled to any other form of compensation—whether cash, equity, or otherwise—beyond the Commission described above.

→ **PERMITTED USES OF YOUR AMBASSADOR LINK:**

Naked Sundays will provide ongoing guidance and updates regarding **permitted use** of the Ambassador Link and your participation in the Program through online platforms designated by the Naked Sundays team (such as Notion, Discord, or similar platforms).

You are **required to join these platforms** once notified that they are being used for the Program. You are responsible for reviewing all updates, announcements, and guidance posted there. You will be deemed familiar with all such materials—whether or not you choose to access them or participate in activities conducted on these platforms.

Naked Sundays reserves the right to update or modify its policies and requirements relating to permitted Ambassador Link usage at any time, at its sole discretion, with or without prior notice.

→ **PROHIBITED USES OF YOUR AMBASSADOR LINK:**

Naked Sundays also provides ongoing guidance regarding **prohibited uses** of your Ambassador Link. These updates will be shared through the designated online platforms used by the Program (e.g., Notion, Discord, or similar platforms).

As stated previously, you are required to join these platforms and are responsible for staying up to date with all posted guidance and updates. You will be presumed familiar with all materials—whether or not you review them or participate in Program activities.

Prohibited uses of your Ambassador Link include, but are not limited to:

- **Do NOT** reuse Naked Sundays' original content—or another creator's content—for your own posts.
- **Do NOT** share your Ambassador Link on public deal or coupon websites (including Reddit, Google search results, discount forums, etc.).
- **Do NOT** bid on Naked Sundays brand terms or related keywords on any advertising platform (including Google Ads, Meta Ads, TikTok Ads, etc.).
- **Do NOT** promote your Ambassador Link on Naked Sundays' official social channels or on other creators' posts or profiles.
- **Do NOT** disparage Naked Sundays' products, marketing, company, staff, or business practices.
- **Do NOT** use offensive, inappropriate, or controversial language or topics when promoting Naked Sundays.
- **Do NOT** ask Program moderators about orders placed by you or anyone who used your Ambassador Link, as moderators do not have access to order details.
- **Do NOT** message Naked Sundays employees or representatives via their personal social media accounts.
- **Do NOT** request insider information such as launch dates, restock dates, or upcoming product details from Naked Sundays employees or representatives.

Failure to follow these terms will result in immediate termination of your Ambassador account and all related privileges, as well as the forfeiture of any unpaid commissions earned through the Program.

Naked Sundays may update or modify its policies regarding permissible and prohibited use of Ambassador Links at any time, at its sole discretion, with or without prior notice. Continued participation in the Program following any update constitutes your acceptance of the revised terms.

→ **REPRESENTATIONS AND WARRANTIES:**

You represent and warrant that:

1. You are eighteen (18) years of age or older.
2. You have the legal right and authority to enter into this Agreement and perform your obligations under it.
3. Your participation in the Program will not violate any applicable laws, regulations, or agreements with third parties.
4. You will not infringe, misappropriate, or violate the intellectual property, proprietary, privacy, publicity, or other rights of any third party.
5. Your participation in the Program will not be abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, misleading, or otherwise objectionable.

→ **TERM:**

Naked Sundays reserves sole and exclusive discretion over your participation in the Program.

Naked Sundays may terminate or modify these Terms—or your participation in the Program—at any time, for any reason, with or without prior notice. Continued participation after any change constitutes your acceptance of the revised Terms.

You are not entitled to advance or written notice of termination or modification, and Naked Sundays is under no obligation to provide such notice regarding the deactivation of your Ambassador Link.

Upon termination or deactivation of your Ambassador Link, Naked Sundays will provide a final report detailing all commissions earned up to the termination date. Earned commissions will be paid in accordance with Naked Sundays' then-current payment policies.

Any commissions forfeited due to violation of these Terms will not be paid. By participating in the Program, you consent to such forfeiture if determined necessary by Naked Sundays in its sole discretion.

Provisions of these Terms that are intended to survive termination—including, but not limited to, those regarding representations and warranties, prohibited conduct, commissions, and intellectual property—will remain in effect after termination.

→ **PROTECTION OF CONFIDENTIAL AND PROPRIETARY INFORMATION:**

Confidentiality and Proprietary Information

You acknowledge that Naked Sundays is continuously developing products and marketing strategies. In connection with your participation in the Program, you agree as follows:

During your participation in the Program, and indefinitely thereafter, you will keep confidential and will not disclose, use, publish, or reproduce any of Naked Sundays' Proprietary Information, except:

1. As expressly authorized in writing or via email by a Naked Sundays officer; or
2. As required by law.

The term "Proprietary Information" means any non-public, confidential, trade secret, or proprietary information related to Naked Sundays' business, products, marketing strategies, or any tasks or work you perform for or on behalf of Naked Sundays or its Ambassadors, whether disclosed before or after your acceptance into the Program.

Proprietary Information does not include information that:

1. Is publicly known or becomes publicly known through no fault of yours;
2. Is lawfully obtained from a third party without breach of confidentiality; or
3. Forms part of your general skills, knowledge, or experience.

→ **INDEMNIFICATION:**

You agree to indemnify, defend, and hold harmless Naked Sundays, its employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including reasonable attorney's fees and legal costs) arising from or related to:

1. Any actual or alleged breach of your representations, warranties, or obligations under these Terms; or
2. Your negligence, misconduct, or improper actions in connection with your participation in the Program.

You may not settle any claim on behalf of Naked Sundays unless the settlement fully and unconditionally releases Naked Sundays from all liability. Naked Sundays may participate in the defense of any claim at its own expense. If you fail to adequately defend a claim, Naked Sundays may undertake and control the defense at your expense.

→ **NO PUBLICITY:**

Except as expressly permitted in these Terms, you may not issue any press release, news release, or make any public statement indicating your association with or services for Naked Sundays without prior written consent from Naked Sundays.

→ **NON-DISPARAGEMENT:**

You agree not to orally or in writing criticize, disparage, or make any negative statements about Naked Sundays, its business operations, products, services, employees, practices, procedures, or policies.

→ MISCELLANEOUS

Independent Contractors

You and Naked Sundays are independent contractors. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship. You may not represent yourself as having authority to bind Naked Sundays except as expressly stated. You will not receive company-sponsored benefits (e.g., paid vacation, sick leave, or insurance) except as required by law. Any taxes arising from your activities under these Terms are your sole responsibility.

Assignment

Neither party may assign or transfer any rights or obligations under these Terms without the prior written consent of the other, except that Naked Sundays may assign its rights to an affiliate or a third party acquiring substantially all of its assets or business. Any unauthorized assignment is void.

Amendments

Naked Sundays reserves the right to modify these Terms at any time, with or without notice. Your continued participation constitutes acceptance of any modifications.

Governing Law and Venue

These Terms, and all matters arising from your participation in the Program, are governed by the laws of the State of New York without regard to conflict of laws principles. Any legal action must be brought in the federal or state courts located in New York County, New York, and each party consents to the exclusive jurisdiction of these courts.

Severability

If any provision of these Terms is found invalid or unenforceable, it will be replaced by a valid provision that closely matches the original intent, and the remainder of the Terms will remain in full force and effect.

No Waiver

Failure to enforce any provision of these Terms does not constitute a waiver of that provision or of the right to enforce it in the future.

Entire Agreement

These Terms constitute the complete and final agreement regarding your participation in the Program and supersede any prior agreements or understandings.

Knowing and Voluntary Agreement

By applying to and participating in the Program, you acknowledge that:

1. You have carefully read and fully understand these Terms.
2. You knowingly and voluntarily agree to all conditions, expectations, and obligations herein.
3. You have been advised to consult an attorney regarding these Terms and either have done so or have chosen not to.