

Mellow Ambassador Program Terms and Conditions

DRAFT FOR LEGAL REVIEW

Effective Date: September 25, 2026

These Terms and Conditions (the "Terms") govern your participation in the Mellow Ambassador Program (the "Program") offered by Mellow LLC, doing business as Mellow ("Mellow," "Company," "we," "us," or "our"). By applying for, accessing, or participating in the Program, you agree to these Terms and any Program guidelines, policies, or instructions Mellow makes available to you.

You must be at least eighteen (18) years old to participate in the Program.

1. Eligibility, Application and Acceptance

Mellow has sole discretion to approve, reject, suspend, or remove any applicant or Ambassador from the Program, subject to applicable law. You represent that you are at least eighteen (18) years old and have the legal capacity and authority to enter into these Terms.

Unless Mellow expressly approves otherwise in writing, each individual may maintain only one Ambassador account, referral link, code, or other tracking identifier (collectively, an "Ambassador Link"). Duplicate accounts or links used to circumvent Program rules may be suspended or terminated.

2. Ambassador Link and Commission

If accepted, Mellow may provide you with a unique Ambassador Link and/or promotional code. Subject to these Terms and Mellow's then-current Program rules, you may earn a commission on qualifying purchases Mellow determines are directly attributable to your Ambassador Link.

Commission Rate: 10% of Net Qualifying Revenue, unless Mellow communicates a different campaign, product-specific, or incentive rate in writing or through the Program platform.

"Net Qualifying Revenue" means amounts actually received by Mellow for qualifying merchandise purchases attributed to your Ambassador Link, less discounts, refunds, returns, chargebacks, cancellations, fraudulent transactions, taxes, shipping, duties, gift-card value, and other excluded amounts designated in the Program rules.

Mellow's tracking systems and records control for purposes of determining attribution and commissions, except in the case of manifest error. Mellow does not guarantee that every purchase, click, view, or customer interaction will be trackable or attributable.

3. Payment

Mellow will pay earned commissions according to the payment schedule, minimum payout thresholds, payment methods, verification requirements, and other procedures then in effect for the Program. Current payment terms: Commissions are paid on a net-60 basis. Each commission becomes eligible for payment 60 days after the qualifying order is placed, once the order has been delivered and cleared, meaning it has not been returned, refunded, or cancelled, and is not a pending pre-order. Commissions on pre-orders become eligible only after the order ships and the 60-day period has passed. Payouts are issued via Growi. Ambassadors must have valid payment and tax information on file (including a completed W-9 for U.S. ambassadors) to receive payment.

Mellow may withhold, reverse, offset, or adjust commissions associated with returns, refunds, chargebacks, fraud, self-referrals, duplicate transactions, tracking manipulation, violations of these Terms, or other non-qualifying activity. To the extent permitted by law, commissions obtained through fraud, abuse, or a material violation of these Terms may be forfeited.

You are responsible for providing accurate payment and tax information and for all taxes arising from payments made to you, except taxes Mellow is legally required to withhold.

4. Program Communications and Guidelines

Mellow may provide Program rules, creative guidance, product information, promotional instructions, prohibited practices, campaign updates, or other requirements through email, an ambassador portal, Slack, Discord, Notion, a creator platform, or another channel designated by Mellow.

You are responsible for reviewing and following current Program guidance. Mellow may update Program policies and operational guidelines from time to time. Material changes to these Terms will be communicated in a manner Mellow considers reasonable, and continued participation after the effective date of an update constitutes acceptance to the extent permitted by law.

5. Permitted Promotion and Prohibited Conduct

You may promote Mellow and your Ambassador Link only in a truthful, lawful manner consistent with these Terms, Mellow's current brand and Program guidance, and the rules of each platform you use. Unless Mellow expressly authorizes it in writing, you may not:

- Copy, download, repost, edit, or otherwise use Mellow-owned content or another creator's content without permission or a valid license.
- Post your Ambassador Link or code on coupon, deal, rebate, cashback, discount-code, browser-extension, or similar aggregation websites or services.
- Spam or mass-post your Ambassador Link on Reddit, forums, comment sections, communities, or other third-party properties where promotional posting is prohibited or misleading.
- Bid on, purchase, or otherwise target Mellow trademarks, brand names, misspellings, product names, or confusingly similar terms in paid search, shopping ads, domain names, or other paid advertising.
- Run paid media using Mellow's name, trademarks, creative, landing pages, or your Ambassador Link without Mellow's prior written approval.
- Post your Ambassador Link or promotional messages in comments on Mellow's owned social accounts, or on another Mellow creator's posts, in a way designed to divert that creator's traffic or commissions.
- Use bots, cookie stuffing, forced clicks, redirects, fake accounts, automated traffic, misleading links, or any method intended to manipulate attribution or commissions.
- Purchase through your own Ambassador Link, arrange sham purchases, or otherwise generate commissions through self-dealing or artificial transactions.
- Make false, misleading, unsubstantiated, or deceptive claims about Mellow or its products, including health, medical, performance, pricing, scarcity, comparative, or environmental claims not authorized by Mellow.
- Imply that you are an employee, agent, spokesperson, or authorized representative of Mellow.
- Engage in unlawful, fraudulent, harassing, hateful, discriminatory, pornographic, obscene, threatening, defamatory, or otherwise brand-unsafe conduct in connection with the Program.
- Contact Mellow employees, contractors, creators, or representatives through personal accounts for Program support when official Program support channels are available.

6. Advertising Disclosures and Legal Compliance

You must comply with all applicable laws, regulations, platform rules, and advertising standards, including the Federal Trade Commission's endorsement and testimonial requirements. Whenever you post content promoting Mellow and you have received or may receive compensation, free product, discounts, commissions, or another material benefit, you must clearly and conspicuously disclose your relationship with Mellow.

Disclosures must be easy to notice and understand and placed with the endorsement itself. Examples may include "Ad," "Sponsored," or another disclosure that clearly communicates the material connection. You may not rely solely on a profile bio, buried hashtag, platform description, or disclosure a reasonable viewer is unlikely to notice.

You may express your genuine opinions and experiences. You may not make claims you do not honestly believe or product-performance statements that you cannot substantiate based on your actual experience and Mellow's authorized claims.

7. Content Ownership and License

You retain ownership of original content that you create, subject to any separate agreement you enter into with Mellow.

Unless a separate written agreement or campaign brief provides otherwise, by voluntarily submitting, tagging, sending, or otherwise providing Mellow with content specifically for Program use, you grant Mellow a non-exclusive, worldwide, royalty-free license during your participation in the Program and for twelve (12) months thereafter to repost and display that submitted content on Mellow-owned organic social media, websites, email, and other owned channels, with reasonable attribution where customary.

Mellow may not use your submitted content in paid advertising, whitelisting, creator-handle advertising, retail media, television, or other paid media solely under this Section unless you separately agree to such use in writing or through applicable campaign terms.

You represent that content you submit or publish in connection with the Program is original to you or properly licensed and does not infringe any third-party intellectual property, privacy, publicity, music, or other rights.

8. Mellow Intellectual Property

Mellow grants you a limited, revocable, non-exclusive, non-transferable license during your active participation in the Program to use brand assets Mellow expressly makes available for Ambassador use, solely to promote Mellow in accordance with these Terms and Program guidance.

All goodwill arising from use of Mellow's trademarks belongs exclusively to Mellow. You may not register or claim rights in any Mellow trademark, domain name, social handle, account name, or confusingly similar designation.

9. Confidentiality

"Confidential Information" means non-public information disclosed or made available to you through the Program concerning Mellow's business, products, launches, pricing, promotions, customers, marketing plans, creator strategy, sales information, operations, technology, or other proprietary matters.

You will protect Confidential Information and will not disclose or use it except as necessary to participate in the Program or as expressly authorized by Mellow. Confidential Information does not include information publicly available through no breach by you, lawfully received from a third party without

confidentiality obligations, independently developed without use of Mellow's Confidential Information, or required to be disclosed by law.

These confidentiality obligations survive termination of your participation.

10. Brand Protection and Public Statements

Nothing in these Terms prohibits truthful statements, legally protected activity, communications with government agencies, or disclosures required by law. However, you may not knowingly make false statements about Mellow, impersonate Mellow, disclose Confidential Information, or use the Program relationship in a misleading manner.

You may accurately identify yourself as a Mellow Ambassador while you are an active participant, provided you do not imply employment, agency, or authority to speak on Mellow's behalf.

11. Suspension and Termination

Either you or Mellow may end your participation in the Program at any time. Mellow may immediately suspend or terminate an Ambassador Link, account, campaign access, product-seeding privileges, or other Program benefits for suspected fraud, abuse, brand-safety concerns, violation of these Terms, or other conduct Mellow reasonably determines creates legal, reputational, operational, or financial risk.

Upon termination, you must stop representing yourself as an active Mellow Ambassador and discontinue use of Program-only brand assets. Subject to these Terms, Mellow will pay valid commissions earned before termination in accordance with its then-current payment policies. Commissions associated with fraud, abuse, manipulation, or transactions that do not qualify under the Program may be withheld or reversed.

12. Representations and Warranties

You represent and warrant that: (a) you are at least eighteen (18) years old; (b) you have authority to agree to these Terms; (c) your participation will comply with applicable laws, regulations, and third-party agreements; (d) your content and conduct will not infringe or misappropriate third-party rights; (e) your endorsements will reflect your honest opinions and experiences; and (f) information you provide to Mellow is accurate and complete.

13. Indemnification

To the fullest extent permitted by law, you will indemnify, defend, and hold harmless Mellow, its affiliates, and their respective owners, officers, directors, employees, agents, and representatives from third-party claims, damages, liabilities, losses, costs, and reasonable attorneys' fees arising from your material breach of these Terms, your unlawful or infringing content or conduct, your negligence or willful misconduct, or your violation of applicable law in connection with the Program.

Mellow will provide reasonable notice of an indemnified claim and may participate in the defense with counsel of its choosing. You may not settle a claim in a manner that admits liability by, imposes obligations on, or fails to fully release Mellow without Mellow's written consent.

14. Independent Contractor

You participate in the Program as an independent contractor and not as an employee, partner, joint venturer, franchisee, or agent of Mellow. You have no authority to bind Mellow or incur obligations on

Mellow's behalf. You are not eligible for employee benefits through the Program and are responsible for your own taxes, expenses, equipment, and methods of performance, subject to these Terms and applicable law.

15. Disclaimer and Limitation of Liability

THE PROGRAM, AMBASSADOR LINKS, TRACKING, PLATFORMS, AND RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" TO THE MAXIMUM EXTENT PERMITTED BY LAW. MELLOW DOES NOT GUARANTEE ANY LEVEL OF TRAFFIC, SALES, COMMISSIONS, PRODUCT AVAILABILITY, OR CONTINUOUS OR ERROR-FREE TRACKING.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MELLOW AND ITS AFFILIATES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, ARISING OUT OF THE PROGRAM. MELLOW'S AGGREGATE LIABILITY ARISING OUT OF THE PROGRAM WILL NOT EXCEED THE COMMISSIONS PAID OR PAYABLE TO YOU DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, EXCEPT TO THE EXTENT SUCH LIMITATION IS PROHIBITED BY LAW.

16. Assignment

You may not assign or transfer your rights or obligations under these Terms without Mellow's prior written consent. Mellow may assign these Terms to an affiliate or in connection with a merger, reorganization, financing, sale of equity, sale of assets, or other transfer of all or substantially all of the relevant business.

17. Dispute Resolution; Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-laws principles.

Except for claims that may not lawfully be arbitrated and requests for temporary or injunctive relief relating to intellectual property, confidentiality, fraud, or misuse of the Program, any dispute arising out of or relating to these Terms or the Program will be resolved by binding individual arbitration administered by the American Arbitration Association under its applicable rules. The arbitration will take place in Dover, Delaware, unless the parties agree otherwise.

TO THE EXTENT PERMITTED BY LAW, DISPUTES WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION.

18. Miscellaneous

Severability. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and the remaining provisions will remain in effect.

No Waiver. A failure to enforce any provision is not a waiver of that provision or any other provision.

Entire Agreement. These Terms, together with applicable Program guidelines and any campaign-specific terms you accept, constitute the agreement between you and Mellow concerning the Program and supersede prior discussions regarding the same subject. If campaign-specific written terms conflict with these Terms, the campaign-specific terms control for that campaign.

Electronic Acceptance. Applying for, accessing, or participating in the Program constitutes electronic acceptance of these Terms to the extent permitted by applicable law.

19. Contact

Questions about the Program or these Terms should be sent to: dreamteam@mellowsleep.com

Legal Review Items Before Launch

- Insert Mellow's exact contracting legal entity and notice/contact information.
- Confirm commission percentage, attribution rules, cookie window, returns/chargebacks treatment, payout timing, minimum payout, and payment platform.
- Choose governing law, arbitration seat, and whether to include a class-action waiver and arbitration opt-out procedure.
- Confirm whether Mellow wants the default organic-content license in Section 7, a broader perpetual license, or all usage rights handled through separate creator agreements.
- Confirm treatment of self-purchases, friends/family purchases, coupon sites, Reddit/community posting, paid social, paid search, and creator-handle/whitelisting ads.
- Have counsel review FTC disclosure language, commission forfeiture language, non-disparagement/brand-protection language, arbitration, limitation of liability, and state-specific affiliate/independent-contractor requirements.