

Ambassador Terms & Conditions

Hello Nancy Ambassador Program

Introduction

Welcome to the Hello Nancy Ambassador Program. This program is designed to reward our valued ambassadors for referring new customers to our products and services. By participating in this program, you agree to comply with these Terms and Conditions. Please read them carefully.

Eligibility

To be eligible for participation in the Hello Nancy Ambassador Program, applicants must be 18 years or older and have an active and valid method of payment reception.

Hello Nancy reserves the right to approve or reject any application to the program at its sole discretion.

Program Participation

Ambassadors will receive a unique referral code and/or link to share with potential new customers.

Commissions are earned on qualifying sales that are directly attributable to the ambassador's referral code or link.

Referral tracking is valid for 30 days from the date a potential customer first clicks an ambassador's link. If the customer does not complete a purchase within this 30-day window, the referral will not be attributed to the ambassador.

Ambassadors are responsible for ensuring their referral methods comply with all applicable laws and regulations.

Independent Contractor Status

Ambassadors participate in the Hello Nancy Ambassador Program as independent contractors. Nothing in these Terms creates an employment, agency, partnership, joint venture, or franchise relationship between the ambassador and Hello Nancy. Ambassadors have no authority to bind Hello Nancy or to incur any obligation on its behalf, and may not represent themselves as an employee, agent, or representative of Hello Nancy beyond their role as an independent ambassador.

Ambassadors are not entitled to any employee benefits, insurance, paid leave, or similar protections. Ambassadors are solely responsible for determining, reporting, and paying all taxes, levies, and social contributions applicable to commissions earned under this program in their country of residence. Hello Nancy will not withhold taxes on an ambassador's behalf and is not responsible for an ambassador's tax obligations.

Commission and Payments

Ambassadors earn a 10% commission on every qualifying sale made through their unique referral link or code. For the purpose of calculating commission, a qualifying sale is valued at the net product revenue actually received by Hello Nancy, excluding shipping, handling, taxes, duties, discounts, and any refunded or returned amounts.

Commission rates are subject to change at Hello Nancy's discretion. Ambassadors will be notified of any changes at least 7 days before they take effect.

Commissions are paid out on a monthly basis, on or before the 15th of the following month.

Payments of commissions are contingent upon the collection of funds from the referred customer. Returned or canceled sales will result in the deduction of the corresponding commission from the ambassador's balance.

All commissions are subject to review and verification by Hello Nancy. This process is to ensure the integrity of the Ambassador Program and may include the delay or withholding of payment while an investigation is conducted.

Commissions deemed to be earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods will be voided.

Hello Nancy reserves the right to withhold or delay payment of commissions pending an investigation of breach of these terms.

Prohibited Uses

Ambassadors must not engage in any of the following activities. Doing so may result in immediate termination from the program and forfeiture of any pending commissions, at Hello Nancy's sole discretion:

- Reusing, reposting, or repurposing Hello Nancy's content, or the content of other ambassadors or creators, as the ambassador's own without prior written permission.
- Posting, or allowing their referral link or code to be posted, on public coupon, deal, cashback, or discount websites (including but not limited to Honey, CouponBird, and RetailMeNot).
- Bidding on, or purchasing paid search or paid social advertising against, Hello Nancy's brand name, trademarks, product names, or common misspellings of them.
- Posting referral links or promotional content in the comments of, or otherwise hijacking, Hello Nancy's official brand accounts or the posts of other creators.
- Making false, misleading, exaggerated, or unsubstantiated claims about Hello Nancy products, including any medical, health, or performance claims the product does not support.
- Using hate speech or harassment, or associating Hello Nancy with explicit, pornographic, non-consensual, illegal, or otherwise objectionable content or topics.
- Creating multiple ambassador accounts or applications, or self-referring through their own link or code to earn commission on their own purchases.
- Contacting Hello Nancy employees, moderators, or team members through personal social media accounts regarding the program, orders, or partnerships.
- Directing customer service, order, refund, restock, or shipping inquiries to program moderators or community channels rather than to official support at care@hellonancy.com.

Coupon and Deal Sites

Posting on coupon websites, such as CouponBird and Honey, is strictly prohibited. Ambassadors found to be sharing or allowing their codes to be posted on such sites will be subject to immediate termination from the program and forfeiture of any pending commissions.

Ambassadors are encouraged to report any unauthorized use of their codes to Hello Nancy for investigation.

Intellectual Property

Ambassadors may not alter any brand assets provided by Hello Nancy without prior written consent.

All promotional materials, including but not limited to images, logos, and slogans, must be used in a manner that is respectful and consistent with Hello Nancy's brand guidelines.

Confidentiality & Proprietary Information

In the course of participating in the program, ambassadors may receive or gain access to non-public information belonging to Hello Nancy, including but not limited to commission structures, pricing, marketing strategies, campaign plans, unreleased products, creator playbooks and onboarding materials, the contents of private community platforms (including any Discord servers, Notion workspaces, or similar), performance data, and other proprietary or confidential information ("Confidential Information").

Ambassadors agree to keep all Confidential Information strictly confidential, to use it solely for the purpose of promoting Hello Nancy under this program, and not to disclose, publish, share, or reproduce it to any third party without Hello Nancy's prior written consent. Ambassadors agree not to screenshot, record, republish, or otherwise distribute the contents of Hello Nancy's private community platforms or onboarding materials.

This obligation applies during the term of the ambassador relationship and continues after its termination. Confidential Information does not include information that is or becomes publicly available through no fault of the ambassador, or that the ambassador is legally required to disclose by a court or regulatory authority, provided the ambassador gives Hello Nancy prompt written notice where legally permitted to do so.

Adult Content & Platform Compliance

Hello Nancy operates in the sexual wellness category. Ambassadors acknowledge this and agree to promote Hello Nancy products in a manner that is tasteful, responsible, and consistent with Hello Nancy's brand values.

Ambassadors must comply with the content policies and community guidelines of any platform on which they promote Hello Nancy, including but not limited to Instagram, TikTok, Facebook, YouTube, and Pinterest. Ambassadors are solely responsible for ensuring their promotional content does not violate the terms of any third-party platform.

Ambassadors must not promote Hello Nancy products in conjunction with explicit, pornographic, or non-consensual content of any kind, on any platform or channel.

Ambassadors must not target or direct any Hello Nancy promotional content toward individuals under the age of 18. Any promotion must be conducted in a manner appropriate for adult audiences only.

Ambassadors found to be in violation of this section will be subject to immediate termination from the program and forfeiture of any pending commissions, at Hello Nancy's sole discretion.

FTC Disclosure Requirements

Ambassadors are required to clearly and conspicuously disclose their relationship with Hello Nancy in all content where they promote Hello Nancy products or share their referral link. This applies to all formats including but not limited to social media posts, stories, reels, videos, blogs, and email communications.

Disclosures must be easy for the audience to notice and understand. Accepted disclosure language includes but is not limited to: "#ad", "#sponsored", "#HelloNancyPartner", or a clear written statement such as "This post contains an affiliate link. I earn a commission if you purchase through my link."

Disclosures must not be buried in hashtags, placed below a "read more" break, or otherwise hidden from the audience's immediate view.

Ambassadors are responsible for staying informed of and complying with the disclosure guidelines issued by the Federal Trade Commission (FTC) in the United States, the Advertising Standards Authority (ASA) in the United Kingdom, and any equivalent regulatory body in the ambassador's country of residence.

Hello Nancy is not liable for any penalties, fines, or legal consequences arising from an ambassador's failure to comply with applicable disclosure laws and regulations.

Non-Disparagement

During the term of this agreement and following its termination, ambassadors agree not to make any false, misleading, or disparaging statements about Hello Nancy, its products, its team members, its business practices, or other ambassadors in the program, whether publicly or privately.

This includes but is not limited to statements made on social media, in blog posts, in interviews, in reviews, or in any other public or semi-public forum.

Ambassadors who have concerns or complaints about Hello Nancy or the program are encouraged to raise them directly and in good faith by contacting Hello Nancy at care@hellonancy.com. Hello Nancy is committed to addressing ambassador concerns promptly and fairly.

Hello Nancy reserves the right to terminate the ambassador relationship immediately and withhold any pending commissions if an ambassador is found to be in breach of this clause.

Indemnification

Ambassadors agree to indemnify, defend, and hold harmless Hello Nancy, its parent, subsidiaries, affiliated entities, officers, directors, employees, contractors, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to:

- the ambassador's participation in the program;
- the ambassador's promotional content, statements, or marketing methods, including any content that infringes the intellectual property, privacy, or publicity rights of any third party;
- the ambassador's breach of these Terms or of any applicable law, regulation, or third-party platform policy, including any failure to comply with FTC, ASA, or equivalent disclosure requirements;
- any claim that the ambassador's content featured, targeted, or was directed toward a person under the age of 18; and
- the ambassador's negligence, willful misconduct, or fraudulent activity.

Hello Nancy reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the ambassador, in which case the ambassador agrees to cooperate with Hello Nancy's defense of such matter. This provision survives termination of the ambassador relationship.

Termination

Either party may terminate the ambassador relationship at any time with written notice.

Upon termination, the ambassador must cease all use of Hello Nancy branding, promotional materials, and referral links or codes.

Limitation of Liability

Hello Nancy will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data arising in connection with this Agreement or the Ambassador Program, even if we have been advised of the possibility of such damages.

Privacy & Data Handling

By joining the Hello Nancy Ambassador Program, ambassadors consent to Hello Nancy collecting and storing personal information provided during the application and onboarding process. This may include full name, email address, date of birth, country of residence, social media handles, and payment details.

Ambassador personal data will be used solely for the purposes of administering the program, processing commission payments, communicating program updates, and improving the program experience. Hello Nancy will not sell or share ambassador personal data with third parties except where required to process payments or comply with legal obligations.

Ambassadors based in the European Union or United Kingdom have the right to access, correct, or request the deletion of their personal data held by Hello Nancy at any time. To exercise these rights, ambassadors may contact Hello Nancy at care@hellonancy.com.

Hello Nancy uses industry-standard security measures to protect ambassador personal data from unauthorized access, disclosure, or misuse. However, Hello Nancy cannot guarantee absolute data security and is not liable for any breach caused by circumstances beyond its reasonable control.

By participating in the program, ambassadors acknowledge that their data may be processed in Hong Kong or other countries where Hello Nancy operates, which may have different data protection laws than the ambassador's country of residence.

Amendment

Hello Nancy reserves the right to update and change these Terms and Conditions from time to time without notice. Continued participation in the program after such changes shall constitute your consent to such changes.

Agreement

By participating in the Hello Nancy Ambassador Program, you confirm that you have read, understood, and agree to be legally bound by these Terms and Conditions. You confirm that you are at least 18 years of age, have the legal capacity to enter this agreement, and that all information provided is accurate and truthful.

Violation of any terms may result in immediate termination, forfeiture of all accrued commissions, removal of access to your ambassador dashboard and links, or legal action where Hello Nancy has suffered damages as a direct result of your breach.

Hello Nancy's failure to enforce any provision at any given time does not waive its right to enforce that provision in the future.