

The Artémis Collections Influencer Program TERMS AND CONDITIONS

Please read and review this entire agreement. This is a legally binding agreement between you (influencer) and The Artémis Collections (TheArtémisCollections.com). By filling out the The Artémis Collections Influencer Program application form, you acknowledge that you have read and agree with the following terms and conditions and that you agree to be legally responsible for each term and condition.

1. Submitting Your Application

Once you submit your application you are bound by the terms of this agreement. When filling out the application you must provide accurate and complete information. Participation in the The Artémis Collections Influencer Program is to legally advertise our website to receive commission on referral customers. We will evaluate each application and you will be notified of your acceptance or rejection. We may reject your application if we determine that your website/social is unsuitable for any reason.

2. Influencer Obligations

2.1. Once your application is approved, we may re-evaluate your application at any time. The terms and conditions of this agreement will begin when your application has been submitted and will end when your influencer account has been terminated. Affiliation can be immediately revoked if we deem your site to be unsuitable for any of the following reasons; including but not limited to:

- 2.1.1. False advertisements concerning The Artémis Collections
- 2.1.2. Spamming using your influencer link
- 2.1.3. Usage of materials that infringe on any copyright, trademark or other intellectual property rights or to violate the law
- 2.1.4. Harassment or intimidation of others on your website/Social Media
- 2.1.5. Content deemed to be graphic or explicit by The Artémis Collections
- 2.1.6. Promotion of illegal activities
- 2.1.7. Usage of technology to potentially divert commission from other influencers in our program

2.2. The Artémis Collections reserves the right to review your placement and approve the usage of your influencer links. You may use graphics and texts provided to you by us or create your own as long as it is appropriate (see condition 2.1). You may not use your own link to make purchases. You will not earn commission from orders placed under your influencer link by customers residing in your household. You may not knowingly allow others to repeatedly use your influencer link to earn commission.

2.3. The maintenance and updating of your site/social media is your responsibility. We may monitor your site as necessary to ensure your content is up to date and notify you of any changes that should be made to help your influencer performance. Your affiliation can be terminated if we find your site/social media has not been updated in over 1 week. A written notice will be given via email should we find your site/social media outdated. You will have 48 hours to respond with an updated site before your affiliation is terminated.

2.4. You agree that you are an independent contractor, and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and The Artémis Collections. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or any other of your site or otherwise, that reasonably would contradict anything in this section.

3. Promotion Restrictions

While you are free to market The Artémis Collections on your own web site/social media, the promotion of the The Artémis Collections brand could be perceived to the public as a joint effort. Please be aware certain forms of advertising are prohibited by The Artémis Collections. Please abide by the following guidelines when planning your marketing efforts:

3.1. Using “Artémis”

“ Artémis ” cannot be used as a part of an influencer's website domain name, blog, Facebook account, YouTube channel, Twitter username or any URL associated with the influencer account.

3.2. FTC Guidelines & Spamming

Advertising commonly referred to as “spamming” is unacceptable to The Artémis Collections and could damage our name. Influencers must abide by all state and federal consumer protection laws and regulations including the Federal Trade Commission Act and the CAN-SPAM Act. The FTC points out that “when there exists a connection between the endorser and the seller of the advertised product” it is imperative that such a connection is “fully disclosed.” We strongly encourage our influencers to adhere to the FTC’s rules. We also reserve the right to terminate our relationship with any non-compliant influencers. Any pending commissions owed will not be paid if your account is terminated due to spamming or solicitation.

3.3. Unsolicited Commercial Email (UCE)

You may use mailings to contact your customers so long as the recipient is already a customer or subscriber of your services or website and the recipient has the option to opt-out of future mailings for themselves.

3.4. Copyright and Trademark Infringement

The Artémis Collections reserves the rights to seek legal action against retail partners and influencers that infringe our copyrights, registered trademarks, and patented and patent pending products. Influencers acknowledge that they will not promote, manufacture, distribute or sell products that replicate the exclusive designs and functions owned by The Artémis Collections. Patented and patent pending products owned exclusively by The Artémis Collections include, but are not limited to, the 3D Mink-Wink™ Faux Mink Wink, , our exclusive cosmetic brush crystal design, all products in the The Artémis Collections lines. Failure to adhere may result in removal of the Influencer Program. The Artémis Collections will legally pursue all parties associated with the manufacturing, distribution, and sale of counterfeit or patent infringing products.

3.5. Paid Search Policies

Bidding at larger pay per click search engines (PPCSE), such as Google, Yahoo, and Bing!, is a great way to drive traffic to your website/social media and send your commission checks even higher. Influencers engaging in paid search marketing campaigns must adhere to the following terms and requirements:

- 3.5.1. TheArtemisCollections.com protects its trademark and does not allow any trademark bidding on any search engine or Paid Placement service or site. This includes, but is not limited to Google, Yahoo, Bing!, Ask and other similar services. Influencers may not bid on trademarked or registered terms and products (i.e. TheArtemisCollections.com, TheArtemisCollections.com, etc.) or any phrase type, misspelling, variation or combination thereof. (See the restricted keyword list below). Any influencers found to be trademark violators will be banned from the The Artemis Collections Influencer Program. Influencer will be contacted prior to the ban, however we reserve the right to ban any trademark violator from the The Artemis Collections Influencer Program without prior notice, and on the first occurrence of PPC bidding behavior.
- 3.5.2. Influencer may not use the trademark alongside with or in conjunction with the following terms: “percent (%) off”, “sale”, “discount”, or “coupon”
- 3.5.3. Influencer may not use their influencer link or any of the Artemis Collections domains and/or URLs (including, but not limited to www. TheArtemisCollections, www.TheArtemisCollections.com) as the display domain or URL in the advertisement. When engaging in paid search engine campaigns, influencers must use their own domain and/or URL in their ads.
 - Forbidden Display URL Example:

www.TheArtemisCollections.com
 - Approved Display URL Example:

http://www.yourdomain.com/sigmabeauty
- 3.5.4. You may not make any misleading or false statements in your campaigns. To avoid conflicts and to protect the integrity of the The Artemis Collections brand, The Artemis Collections reserves the right to suspend any influencers activities and thus their commissions for phrases that The Artemis Collections determines to be untrue or inflammatory claims of our products, services or websites. To avoid such measures, please forward all ad text and proposed keywords/phrases you wish to bid on to the Influencer Manager for approval or editing, PRIOR to your submitting it to Paid Search Network providers or Paid Inclusion Search Engines.
- 3.5.5. None of the restricted words may be displayed in the Headline or Body of your advertisement. You agree that, following notice from TheArtemisCollections.com, you will promptly remove any search listing containing copy and/or creative components that TheArtemisCollections.com, in its sole discretion, deems inappropriate for any reason.

Restricted Keyword List (but not limited to):

- The Artemis Collections
- TheArtemisCollections.com
- ArtemisMakeup.com
- ArtemisBeauty.com
- Artemis -beauty.com
- Artemis-makeup.com
- Artemis beauty

- Artémismakeup
- Artémis makeup
- Artémis cosmetics
- artmacosmetics
- Artémis makeup brushes
- Artémis beauty brushes
- Artémis cosmetic brushes
- Artémis brush
- Artémis brushes
- Artémis Collections discount
- Artémis discount
- Artémis Collections coupon
- Artémis coupon
- Sigma brushes coupon
- Sigma brushes discount
- Artémis ® Essential Kit 10 Brushes
- Artémis ® Kabuki Kit
- Artémis ® Precision Kit 5 Brushes
- Sigma Spa
- Artémis Collections Girl
- Artémis Girl /Boy
- Bonnet Bags
- Artémis Couture
- Artemis Skin
- Artémis Wine
- Artémis Bottles

Failure to follow these requirements will be grounds for suspension from the program and forfeiture of all commissions.

3.6. Coupon Code Marketing Guidelines

Coupon marketing is allowed, but influencers must adhere to the following terms:

- 3.6.1. Influencers are permitted to use active coupon codes provided exclusively through the The Artémis Collections Influencer Program. Influencers are not permitted to promote unauthorized coupon codes, codes that are exclusive to other influencers, codes provided in customer-oriented newsletters or other promotional codes from The Artémis Collections's non-influencer program marketing efforts. Use or attempted use of any coupon code received from any source other than directly from the The Artémis Collections Influencer Program will result in lost commissions and/or removal from the program.
- 3.6.2. Promotion language must be simple, easy to understand, and should include the following: The offer, the coupon code, the expiration date, and approved text link only. Publishers of the coupon code must not use "bait and switch" language, misrepresentations, or false advertising when promoting offers (i.e: "Click here for more possible deals"). Publishers must remove invalid coupon codes and banners, or make clear to readers that the code is expired.
- 3.6.3. Influencers bear the responsibility for removing any unauthorized, user-submitted codes.
- 3.6.4. Distributions of coupon codes on multiple sites need to be disclosed and approved by the The Artémis Collections Influencer Program. Please email any new websites and

promotions distributing The Artémis Collections coupon codes to info@TheArtémisCollections.com for approval.

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- 3.6.5. Failure to follow these guidelines will result in suspension and lost commissions. Upon warning, influencers must remove all violations. Repeated abuse will result in cancellation of your affiliation and any pending commissions owed will not be paid if your account is terminated due to coupon code misuse.

3.7. “Cookie-Stuffing” Policy

“Cookie-Stuffing”, forced clicks, etc. is not permitted. “Cookie stuffing” is an unlawful strategy of generating influencer sales. (i.e.: Use of cookie stuffing to cause tracking systems to conclude that a user has clicked through a qualifying influencer link – and to pay commissions accordingly- even if the user has not actually clicked through any such link). Influencers found using, employing or receiving this strategy will be immediately revoked and all commissions will be forfeited and conditions.

3.8. Adware & Toolbars

Influencers are prohibited from transmitting any “interstitials,” “Parasiteware™,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-Ons,” “Shopping Wallets” or “deceptive pop-ups and/or popunders” to customers from the time the customer clicks on a qualifying link to the The Artémis Collections website until the time the customer has exited the The Artémis Collections site (i.e. no page from the The Artémis Collections site or any The Artémis Collections content or branding is visible on the end-user’s screen). The terms a “Parasiteware™” and “Parasitic Marketing” shall mean an application that (a) through accidental or direct intent causes the overwriting of influencer and non-influencer tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo and similar search or directory engines); (c) set commission tracking cookies through loading of The Artémis Collections site in IFrames, hidden links and automatic pop ups that open The Artémis Collections site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of influencer banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

4. Grant of Licenses

4.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the “Licensed Materials”) that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of the The Artémis Collections Influencer Program. You agree that all uses of the Licensed Materials will be on behalf of The Artémis Collections and the good will associated therewith will inure to the sole benefit of The Artémis Collections.

4.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all

of its respective rights in the proprietary materials covered by this license. Other than, the license granted in this agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

5. Disclaimer

THE ARTÉMIS COLLECTIONS MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROGRAM, THE ARTÉMIS COLLECTIONS SERVICES, WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF THE ARTÉMIS COLLECTIONS ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

6. Representations and Warranties

You represent and warrant that:

6.1. This agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

6.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this agreement and to perform your obligations under this agreement, without the approval or consent of any other party;

6.3. You have sufficient right, title, and interest in and to the rights granted to us in this agreement.

7. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE ARTÉMIS COLLECTIONS CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

8. Indemnification

You hereby agree to indemnify and hold harmless The Artémis Collections, and its subsidiaries and influencers, and their directors, officers, employees, agents, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are

based on (i) any claim that our use of the influencer trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

9. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

10. Payments

You will receive a commission for sending authorized sales via your influencer links. Sales must be placed by first time customers only. In order to place an influencer link, you must first be approved by The Artémis Collections to become an influencer. Payout rates may be changed at any time and can be viewed via your influencer account. It is your responsibility to determine if the payout for a link you have placed has been changed or discontinued. The Artémis Collections uses a third party, , to handle all influencer tracking and payments. Payments are made automatically on the sixth (6th) day of every month when your account balance reaches the required minimum or more for the previous month's transactions. Your account does not accrue interest. Coupon Sites are not eligible to receive monthly cash bonuses.

11. Influencer Account Interface

You will create a log-in and password in order to enter the secure influencer account interface. From their site, you will be able to view and receive your reports regarding your commissions due to you.

12. Modification

We may modify any of the terms and conditions in this agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and The Artémis Collections Influencer Program rules. If any modification is unacceptable to you, your only option is to end this agreement. Your continued participation in The Artémis Collections Influencer Program following the posting of the change notice or new agreement on our site will indicate your agreement to the changes.

13. Revocation of Affiliation

Affiliation can be ended at any time, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this agreement will terminate immediately upon any breach of this agreement by you. If The Artémis Collections affiliation is revoked, you cannot rejoin the program in the future.

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