

# Brand Ambassador Terms of Service

*Last updated on May 31, 2022*

The following terms and conditions (the "Agreement") set out the legally binding terms of your participation in the Printful Brand Ambassador program (the "Program"). The Program is owned and operated and Printful Brand Ambassadors are selected by Printful, Inc. ("Printful").

By completing the application process and participating in the Program, you ("you" or the "Brand Ambassador") agree to the terms and conditions contained herein, our [Terms of Service](#) and all other operating rules, policies and procedures that may be published occasionally on the printful.com website (the "Site") by Printful. If you do not agree to or understand this Agreement, do not apply to or participate in the Program.

## 1. Brand Ambassador Agreement

You certify to Printful that if you are an individual (i.e., not a company) you are at least 18 years of age. If you are a legal entity, you certify that you are an officer of the company or you are otherwise authorized to act on behalf of the company. You also certify that you are legally permitted to use the Program and that you take full responsibility for the selection and use of the Program. This Agreement is void where prohibited by law, and the right to access the Program is revoked in such jurisdictions. You understand and agree that the arrangement is not deemed to create an employment, partnership, or joint venture between Printful and any Brand Ambassador. As a Brand Ambassador you are expected to act with honesty, comply with Federal Trade Commission ("FTC") guidelines and adhere to all applicable laws.

By participating in the Program you also agree that you are not the target of trade, financial, and economic sanctions, and that you do not appear on a sanctions-related list, including lists maintained by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the U.S. Department of Commerce, the European Union, or Her Majesty's Treasury of the United Kingdom. You agree that you will not promote Printful in and/or to the customers from countries or territories that are the target of comprehensive embargoes or sanctions or parties on the sanctions-related lists referenced above.

## 2. Requirements

There are 3 basic requirements for participating in Printful's Brand Ambassador Program.

1. A Brand Ambassador must be over the age of 18 to participate.
2. Brand Ambassadors must have at least 5,000 followers on their active public Instagram account with the majority of the audience being 25 to 35 years old. Printful reserves the right, at its discretion, to make exceptions from the aforementioned criteria for followers.
3. In addition to the terms and conditions of this Agreement, Brand Ambassadors must also act in

compliance with all Printful guidelines (e.g. Content Guidelines) and [Terms of Service](#).

### 3. Application process & account

In order to enjoy the benefits of the Program, you must fill out the application form available at our [Brand Ambassador landing page](#), submit the form and be selected by Printful to become a Brand Ambassador. After you have submitted the form, Printful will review your application and decide whether you will be accepted as Printful's Brand Ambassador. If you have been approved to the Program, you become a Brand Ambassador. The Brand Ambassador must register on the Site (including by filling out all required personal information - your full name, email, and Instagram name) and create their own Printful store. The Brand Ambassador may opt out of marketing and promotional emails unless agreed upon otherwise.

### 4. Benefits

The Program offers multiple benefits to Brand Ambassadors in exchange for the content, hereinafter "Content", (information, images, pictures, data, text, photographs, graphics, messages, or other materials). Brand Ambassadors create the Content with a product or products Printful has sent to the Brand Ambassador as a part of the Program.

Printful reserves the right to decide on and inform what, how often, and how many benefits the Brand Ambassador will receive while participating in the Program. Benefits are offered to Brand Ambassadors during the Program in exchange for a product promotion on the social media accounts of the Brand Ambassadors. Printful reserves the right to unilaterally change, as well as increase or limit the benefits Brand Ambassadors receive, and Printful taking into account commercially reasonable attempts will inform the Brand Ambassadors about the benefits they will receive. Benefits may include:

- **Free products** with designs submitted by the Brand Ambassador or sample graphics chosen from Printful's design maker.
- **Exclusive biweekly or monthly product bundles** including latest and most popular Printful products.
- **20% discount** applied to the Brand Ambassador's account for all Brand Ambassador's purchases.
- **Access to all Beta tests** for products recently added to Printful's product catalog, giving the Brand Ambassador a chance to order products before they are available to the public.

The fulfillment and shipping expenses of the free products and product bundles for Brand Ambassadors are covered by Printful. The Brand Ambassador may need to pay the relevant taxes & duties in his or her jurisdiction.

## **5. Brand Ambassador's duties**

Once the Brand Ambassador has received Printful products as a part of the Program, the Brand Ambassador must prepare at least 2 promotional Instagram posts and 2 Instagram stories for all benefits and/or products received from Printful in the respective parcel for publishing on the Brand Ambassador's Instagram page. The Brand Ambassador's Instagram account must be the one that was approved by Printful for the Program.

The Brand Ambassador must create the Content, including but not limited to the promotional Instagram posts and Instagram stories, by following Printful visual guidelines:

- Take bright images with colorful accents to achieve tonal similarities to pictures posted on the Printful Instagram account (@printful).
- Focus on plain images and styling with no busy backgrounds.
- Shoot in daytime lighting conditions while avoiding taking pictures in direct sunlight.

If the Brand Ambassador uses any Printful trademarks (including word or graphic elements) it must be done in compliance with Printful's Terms of Service and he or she must include a statement attributing that trademark to Printful. The Printful logo cannot be altered or changed.

After posting the initial promotional Instagram posts and Instagram stories, Printful will mutually agree with the Brand Ambassador on the Content Brand Ambassador must prepare for further participation in the Program. Brand Ambassadors must follow all the instructions or requests from Printful before any new product is sent to the Brand Ambassador. All communication regarding the aforementioned takes place via Printful email: [ambassadors@printful.com](mailto:ambassadors@printful.com).

Brand Ambassadors must share monthly results for the Content created and posted during the Program. A monthly report should be sent to [ambassadors@printful.com](mailto:ambassadors@printful.com) not later than the last business day of the month. The report form template will be sent to the Brand Ambassador once he or she will be approved to the Program.

Upon notice from Printful, you must immediately remove all references to Printful, including its name, logo, trademark, service mark, or any other identifying material.

The Brand Ambassador is solely responsible for the activity that occurs on the Brand Ambassador's account, and the Brand Ambassador must keep its account password secure. The Brand Ambassador must notify Printful immediately of any breach of security or unauthorized use of its account. Although Printful will not be liable for the Brand Ambassador's losses caused by any unauthorized use of its account, the Brand Ambassador may be liable for the losses of Printful or others due to such unauthorized use described above.

## **6. Content and restrictions**

Content that you post, submit, upload, display, sell or use using our Program and services is your Content for which you are solely responsible. You confirm that you have all necessary rights to the Content and that you're not infringing or violating any third party's rights by posting it or using it.

Printful expects the Content created by the Brand Ambassador to be a truthful and creative representation of Printful products that, depending on the purpose of the Content, educates followers and/or increases their curiosity about Printful. Printful is respectful of the Brand Ambassador's creative freedom to create Content in a way that inspires the Brand Ambassador's audience.

By participating in the Program and creating the Content, the Brand Ambassador agrees that Printful can use the Content on the Site, social media accounts, blog or in its marketing activities, and grants a worldwide, royalty-free, perpetual, non-exclusive right and license to copy, distribute, and display the Content in any media including posting in an online gallery, publication(s), and various marketing materials, with right to use, copy, modify, edit, and create derivative works therefrom. The Brand Ambassador also agrees to execute documents confirming such right and license at Printful's reasonable request.

Except to the extent permitted by applicable law, the Brand Ambassador shall not (i) use any illegal method of advertising to promote the Printful products, and the Brand Ambassador shall be solely liable for any such unauthorized communications; (ii) display the Content in any way that in Printful's discretion disparages or creates a derogatory or negative image of Printful; (iii) make any false or misleading representations relating to Printful, or engage in any other practices that could harm the reputation of Printful; or (iv) display any Content in a manner that contains or promotes (a) illegal activities or (b) Content that is misleading, violent, deceptive, or violates any third-party intellectual property, privacy or other rights of any kind. The Brand Ambassador is solely responsible for following all federal, state and local laws, regulations and rules regarding advertising claims, including but not limited to the FTC's Disclosure Guidelines.

## 7. Term & Termination

This Agreement is effective at the time your application is, at the sole discretion of Printful, accepted by Printful and you are notified of such acceptance either in writing or electronically. Either party may terminate this Agreement at any time with or without cause. Upon the termination of this Agreement for any reason, all rights or licenses granted hereunder shall immediately terminate and you will immediately cease use of, and remove all links to the Site, and all Printful trademarks and logos, other marks and all other materials provided in connection with the Program.

Printful reserves the right to delete unconfirmed accounts or accounts that have been inactive for extended periods of time. By violating any applicable law or this Agreement, the Agreement will be terminated immediately and the Brand Ambassador understands and agrees that any and all benefits assigned and received can be immediately recalled or forfeit and that the Brand Ambassador's account will be immediately terminated.

## **8. General**

No agency, partnership, joint venture, employee-employer, franchisor-franchisee relationship, etc. is intended or created by this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

If a dispute arises between you and Printful, we strongly encourage you to first contact us directly to seek a resolution. The Agreement is governed and any dispute or claim arising out of or in connection with it is settled in accordance with the procedure set forth in Printful [Terms of Service](#).

In our sole discretion, we reserve the right to change, modify, suspend, assign or discontinue this Agreement and Program at any time, including the availability of any feature or content. Printful may also impose limits on certain features or restrict Brand Ambassador's access to parts or all of the Program without notice or liability. The Brand Ambassador shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Program by the Brand Ambassador following such modifications constitutes the Brand Ambassador's acceptance of the terms and conditions of changes as modified.

Headings are for reference purposes only and do not limit the scope or extent of the respective section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee that we will take action against all breaches of this Agreement. The Brand Ambassador waives any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

We make no express or implied warranties or representations with respect to the Program or this Agreement or any products or services sold by Printful. In addition, we make no representation that the operation of the Site will be uninterrupted or error-free and we will not be liable for the consequences of any interruptions or errors.

You understand that the Site and policies are created and operated to abide by all such rules and regulations and you agree to defend, indemnify and hold Printful harmless from any of your violations of laws and regulation, including but not limited to, intellectual property rights, customers' privacy rights, etc.

This Agreement shall be governed and interpreted in accordance with the English language, regardless of any translations made for any purpose whatsoever.