

DIG Direct™

SuperFan Agreement Terms & Conditions

1. The Agreement. These Terms & Conditions govern the relationship between you, as a DIG Direct Superfan, and Dog is Good, LLC d/b/a DIG Direct (hereafter “DIG Direct” or the “Company”). These Terms & Conditions make up the Agreement between you and DIG Direct. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

2. Independent Contractor Status. Superfans are independent contractors and not employees, partners, legal representatives, or franchisees of DIG Direct. Superfans are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **SUPERFANS SHALL NOT BE TREATED AS DIG DIRECT EMPLOYEES FOR FEDERAL OR STATE TAX PURPOSES.** DIG Direct is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from any referral commissions that you may earn as a Superfan. Superfans are not entitled to workers compensation or unemployment security benefits of any kind from DIG Direct.

3. Income Taxes. As an independent contractor, you are responsible for paying local, state, and federal taxes on any income generated as a Superfan. Every year, DIG Direct will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident Superfan who: 1) Had earnings of over \$600 in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of \$5,000. To facilitate this reporting, you must provide DIG Direct with your Social Security Number, Employer Identification Number, or Taxpayer Identification Number (as appropriate) upon request by submitting a properly completed IRS Form W-9 to the Company. Failure to timely provide your Social Security Number, Employer Identification Number, or Taxpayer Identification Number when requested will result in the termination of your Superfan Agreement.

4. Adherence to the Agreement. Superfans must comply with the Agreement. If you do not agree to the Terms & Conditions of the Agreement, your sole recourse is to notify the Company and cancel the Agreement. Failure to cancel constitutes your acceptance of the Terms & Conditions. You must be in good standing, and not in violation of the Agreement, to be eligible for the receipt of Superfan commissions.

5. Amendments to the Agreement. The Company reserves the right to amend the Agreement at its discretion. Amendments shall be effective 30 days after notice and publication of the amended provisions your DIG Direct Superfan website Back-Office, but amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. If you do not agree to any amendments, your sole recourse is to cancel the Agreement.

6. Superfans’ Rights. Superfans:

- a. Have the right to earn Rewards Points based on their personal purchases of DIG Direct products.
- b. Have the right to direct customers to their DIG Direct Superfan websites to purchase DIG Direct products and earn Referral Rewards Points based on such purchases as set forth herein.
- c. Have the right to enroll others as Superfans and earn Referral Rewards Points based on the purchases and referred sales of such enrolled Superfans as set forth herein.

7. Superfan Referral Rewards Points. As a Superfan, you will receive the following Referral Rewards Points:

- a. You will receive Referral Rewards Points equal to 20% of the purchase price (exclusive of sales taxes and shipping costs) of DIG Direct products purchased through your Superfan website.
- b. You will receive Referral Rewards Points equal to 10% of the purchase (exclusive of sales taxes and shipping costs) of DIG Direct products purchased through the Superfan websites of your personally referred Superfans.

8. Referral Rewards Points Rules. The issuance, redemption, and conversion of Referral Rewards Points are subject to the following rules:

- a. Referral Rewards Points are calculated monthly and are issued to Superfans on or about the 10th day of each month for the sales of DIG Direct products that were completed in the previous month. For example, Referral Rewards Points earned in July will be issued to your Referral Rewards Points account on or about August 10.
- b. Referral Rewards Points are not earned on any portion of a product sale that is paid by Referral Rewards Points or discounts.
- c. Referral Rewards Points are issued only on sales that are completed. That is, if payment for a product is declined or if a product is returned to DIG Direct and a refund is issued, no Referral Rewards Points will be issued for such incomplete sales. Nor will Referral Rewards Points be issued to you for transactions that are attributable to spam, credit card fraud, or for which a charge back has been initiated.
- d. If a product is returned to DIG Direct by a customer and a refund is issued AFTER Referral Rewards Points have been issued based on such transaction, the amount of the Referral Rewards Points issued to you from such sale will be deducted from future Referral Rewards Points issued to you until the full amount is recovered by DIG Direct.
- e. If it is determined that a sales transaction was attributable to spam or credit card fraud, or if a chargeback is initiated by a customer, AFTER a Referral Rewards Points were issued to you based on such transaction, the amount of the Referral Rewards Points issued to you from such sale will be deducted from future Referral Reward Points issued to you until the full amount is recovered by DIG Direct.
- f. You may redeem the Referral Rewards Points that you receive toward your purchase of DIG Direct products. Referral Rewards Points may only be applied to the product purchase price and may not be used for payment of sales taxes or shipping costs. Referral Rewards Points may only be used in whole dollar increments and expire 12 months after issuance.
- g. You may view your current Referral Rewards Points balance and converted Referral Rewards balance at any time by logging into the Back Office of your Superfan website. If you believe that an error has been made regarding Referral Rewards Points awarded to you, you must notify the Company (at support@digdirect.com) within 30 days of the date of the purported error. DIG Direct will not be responsible for any errors, omissions, or problems not reported to it within 30 days of the date of the purported error, omission, or problem.

9. No Unfair, Deceptive, or Misleading Conduct. You agree that you will safeguard and promote the good reputation of DIG Direct and its products, and that you will avoid all illegal, deceptive, misleading, unethical or immoral conduct or practices in the promotion of DIG Direct products or the Superfan Program. You agree that you will not engage in any conduct, or make any claims or statements, that may damage DIG Direct's goodwill or reputation. You agree that you will not make any offensive or inappropriate communications in association with your marketing or promotion of DIG Direct products or the Superfan Program (including for example but not limited to, marketing, websites, blog posts, social media posts, videos, audios, emails, Tweets, etc.).

10. Advertising and Promotion. You may advertise and promote the DIG Direct products and your Superfan website provided your advertising and promotional methods are truthful and non-deceptive and comply with this Agreement and applicable law. In the advertising and promotion of your Superfan website and DIG Direct products, you agree as follows:

- a. You agree that you will identify yourself as an “Independent Superfan of DIG Direct” or as a “DIG Direct Independent Superfan” and not expressly state or imply that you are an employee of the Company.
- b. You agree that you will NOT use or display any of the Company’s trademarks or logos except as expressly authorized herein or as specifically permitted when using banners or other advertising materials provided to you by DIG Direct via your Superfan website.
- c. You agree that you will NOT make use of “spam” or unsolicited commercial email to promote DIG Direct products or your Superfan website. If you send any emails promoting the DIG Direct products or your Superfan website, such emails must strictly comply with state and federal laws regarding unsolicited commercial email. At a minimum, such emails must:
 - i. Contain a functioning return email address to you;
 - ii. Include an “opt-out” notice that advises the recipient that he or she may reply to the email or otherwise notify you to request that future email solicitations or correspondence not be sent to him or her;
 - iii. Include your physical mailing address;
 - iv. Clearly and conspicuously disclose that the message is an advertisement or solicitation; and
 - v. Contain no deceptive subject lines or false header information.
- d. You agree that you will honor all opt-out requests that you receive, regardless of how delivered to you.
- e. You agree that you will NOT use or transmit unsolicited faxes.
- f. You agree that you will NOT engage in telemarketing to promote DIG Direct products or your Superfan website. You may only place telephone calls promoting DIG Direct products or your Superfan website to persons with whom you have a pre-existing personal or business relationship.
- g. If you use any form of social media to advertise or promote DIG Direct products or your Superfan website, you must identify yourself as an “Independent DIG Direct Superfan” or as a “DIG Direct Independent Superfan” and strictly comply with any such social media site’s restrictions and policies regarding commercial activity. If a social media site prohibits commercial activities, you absolutely shall not promote DIG Direct products or your Superfan website at such site.
- h. When promoting or discussing the Superfan program, you agree that you WILL NOT make any income projections or income claims, and that you WILL NOT disclose the income that you have received as a Superfan.
- i. When promoting or discussing DIG Direct products, you agree that you WILL NOT make claims, including but not limited to testimonials, about the products that are not consistent with the claims contained in your Superfan website or in DIG Direct-produced literature or posted on DIG Direct’s official website. **Under no circumstances may you state or imply that any DIG Direct product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.**
- j. You are fully responsible for all of your verbal and written statements made regarding DIG Direct products and the Superfan program that are not expressly contained in official DIG Direct materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. You agree to indemnify DIG Direct and its directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by any of them as a

result of your unauthorized representations or actions. This provision shall survive the termination of the Agreement.

11. Assignment of Rights and Delegation of Duties. You may not assign any rights under the Agreement without the prior written consent of DIG Direct. Any attempt to transfer or assign the Agreement without the express written consent of DIG Direct renders the Agreement voidable at the option of DIG Direct and may result in termination of the Agreement. If the assets of DIG Direct, or a controlling ownership interest in DIG Direct, is transferred to a third party, DIG Direct may assign its rights and delegate its duties and obligations under the Agreement to such third party as part of the sale or transfer.

12. Waiver. Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

13. Waiver of Right of Publicity. You grant DIG Direct an irrevocable license to reproduce and use your name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. You waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.

14. Minimum Age. You certify that you are at least 18 years of age.

15. Severability. If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of a Superfan against DIG Direct shall not constitute a defense to DIG Direct's enforcement of any term or provision of the Agreement.

16. Term of the Agreement. The term of the Agreement is one year from the date of enrollment. Unless the Agreement has been terminated as provided herein, the Agreement shall automatically renew for annual one-year terms on each anniversary of the enrollment date. A Superfan may cancel the Agreement at any time and for any reason. If a Superfan does not cancel, the Agreement will be automatically renewed. **DIG Direct reserves the right to terminate all Superfan Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.**

17. Trademarks and Copyrights. The names "Dog is Good", "DIG Direct", and other names and logos as may be adopted by the Company are proprietary trade names, trademarks, and service marks of DIG Direct. The Company grants you a limited license to use its trademarks and trade names in promotional media for so long as the Agreement is in effect. Upon cancellation of the Agreement for any reason, the license shall expire, and you agree that you shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may you use any of DIG Direct's trademarks or trade names in any email address, website domain name, social media handle, or social media name or address. In addition, Company-produced Sales Tools, videos, audios, podcasts, and printed material are copyrighted. You agree that you will not copy or make derivatives of any such materials for your personal or business use without the Company's prior written approval.

18. Violation of the Agreement. You agree that if you fail to comply with any of the terms or conditions of this Agreement, or engage in any illegal, fraudulent, deceptive or unethical conduct related to your status as a Superfan, or take any action (or as the case may be, fail to take any action) that results in damage to the Company's reputation or goodwill, DIG Direct may, at its sole and absolute discretion, temporarily suspend your Superfan status, involuntarily terminate this Agreement, or take any other action that the Company deems appropriate to address your misconduct. Such disciplinary measure may include but shall not be limited to: a) the issuance of a written warning; b) a requirement that you take corrective measures; or c) the withholding of all or part of your commissions during the period that DIG Direct is investigating any conduct that is allegedly in violation of this Agreement. In situations that DIG Direct deems appropriate, the Company may institute legal proceedings for monetary and/or equitable relief.

19. Arbitration. You agree that in the event of a dispute between you and DIG Direct relating to the Agreement, the Superfan Program, or the rights and obligations of either party, such dispute shall be resolved by binding arbitration. The parties waive all rights to trial by jury or to any court. The arbitration shall be filed with, and administered by JAMS in accordance with its Consumer Arbitration Rules, which are available on its website at www.jamsadr.org. DIG Direct will send a copy of the JAMS rules to you upon your request to the Customer Service Department. Notwithstanding the rules of JAMS, unless otherwise stipulated by the parties, the following shall apply to all Arbitration actions:

- a. The Federal Rules of Evidence shall apply in all cases.
- b. The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- c. The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- d. The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed and shall last no more than five business days.
- e. The parties shall be allotted equal time to present their respective cases.
- f. The Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.
- g. Any dispute relating to whether the dispute is subject to arbitration shall be decided through arbitration.
- h. All arbitration proceedings shall be held in Orange County, California. There shall be one arbitrator selected from the panel provided by JAMS. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees.
- i. The decision of the arbitrator shall be binding on the parties and may, if necessary be reduced to a judgment in any court of competent jurisdiction.
- j. Remedies available to you under U.S. federal laws, and the state and local laws of your state, shall remain available to you in any arbitration proceeding.
- k. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

20. Arbitration Opt-Out. If you do not wish to be subject to this Arbitration provision, you may opt-out by notifying DIG Direct in writing of your desire to opt-out of this Arbitration provision within 30 days of your enrollment in the Superfan program. The opt-out notice shall be sent via email to legal@dogisgood.com. If you opt-out of arbitration, jurisdiction and venue for the dispute shall be in Orange County, State of California, and the dispute shall be governed by the laws of the State of California, without regard to principles of conflicts of laws.

21. Disputes Not Subject to Arbitration. Notwithstanding paragraph 19, the following disputes shall not be subject to arbitration:

- a. Action to enforce an arbitration award or order. Either party may bring an action in a court properly vested with jurisdiction to enforce an arbitration award or order.
- b. Actions for emergency equitable relief. Either party may apply to any court having jurisdiction for a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect its intellectual property rights.
- c. Claims that are within the jurisdictional limit of the small claims court in jurisdiction in which the Superfan resides. Notwithstanding any other provision herein to the contrary, if a dispute is brought in a small claims court properly vested with jurisdiction, the law of the state in which the small claims court resides shall apply.

22. Class Action Waiver. All disputes, whether pursued through arbitration or before the courts, that arise from or relate to the Agreement or that arise from or relate to the relationship between the parties, shall be brought and proceed on an individual basis. The parties waive their rights to pursue any action against the other party and/or their respective owners, officers, directors, and agents, on a class or consolidated basis. You may opt out of this class action waiver if you wish by submitting written notice to the Company of your desire to opt out within 30 days from the date on which you enroll as a Superfan. Submit your written opt-out notice to legal@dogisgood.com.

23. Governing Law. The Federal Arbitration Act shall govern all matters relating to arbitration. Except as is otherwise specifically referenced in these Terms & Conditions, the law of the State of California without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement, the business, the relationship between the parties, or any other claim between the Parties. Notwithstanding the foregoing, if a dispute is brought in a small claims court properly vested with jurisdiction, the law of the state in which the small claims court resides shall apply.

24. Damage Waiver. In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary and punitive damages.

25. Headings and Titles. The headings and titles used in this Agreement are included for convenience only and shall not limit or otherwise affect the terms and conditions of this Agreement.