



Dîner en Noir (#DEN) Brand Ambassador Program

Terms & Conditions

By submitting and application to participate in the Dîner en Noir (#DEN) Brand Ambassador Program (the “Program”) you agree to be bound by the following terms and conditions (the “Terms”). Please ensure that you read them carefully before signing up. These Terms are a legal agreement between Dîner en Noir Worldwide’s parent company, HNC Enterprises, Inc., a corporation registered in the District of Columbia, USA, (“Dîner en Noir Worldwide”, “Dîner en Noir”, “#DEN”, “The Company”, “we”, “us”) and the participant (the “Brand Ambassador”, “you”, “your”).

We reserve the right to update and change the Terms from time to time without notice. Any amendments, modifications, enhancements or changes to the Program including the release of new features and resources made available by us from time to time shall be subject to these Terms. Continued use of the Program after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms at any time at: <https://www.dinerennoir.com/ambassador-terms>.

Any violation of these Terms may result in, among other things, termination or suspension of your rights to be a Brand Ambassador and forfeiture of any outstanding referral fee payments earned during the violation.

Account Registration & Terms

You must provide your legal full name, a valid email address, mailing address, payment option, any other information requested in order to complete the sign-up process for a Brand Ambassador account (“account”)

You must be 21 years of age or older to join this Program.

Each account is for use by either a single legal entity (e.g. a company or a partnership) or an individual user. We do not permit you to share your username and password with any other person nor with multiple users on a network. Responsibility for the security of any usernames and passwords issued (including those of any Invitees) rests with you.

You may not use the Program for any illegal or unauthorized purpose. You must not, in the use of the Program, violate any laws in your jurisdiction (including but not limited to copyright laws).

Referral Links & Promotion

Once you have executed the agreement for the Program you will be provided with a URL link or unique Coupon Code that must be used to identify you when placing a link from your site, email

or other communications to the Dîner en Noir website. It is your responsibility to ensure each such link/code is correctly formatted and used.

We may also provide graphical images that can be used within the links/codes to promote Dîner en Noir. You may not modify these images in any way. We reserve the right to change the images at any time without notice.

All promotions to social media are REQUIRED to be public and Dîner en Noir social media accounts ([found at www.dinerennoir.com/evip] Instagram, your Host City Facebook Page, Diner en Noir Worldwide Facebook Page, Twitter, TikTok, & Linked In) MUST be tagged in all postings.

You are required to post to social media at least THREE TIMES weekly, and are responsible for the development, operation, and maintenance of your social media platforms, email list, etc., and for all materials that appear on them.

You may not use our name or graphics in any spam email whatsoever unless we have given our advanced written consent. We may terminate the Agreement if any meaningful spam complaints naming us or our services result from your marketing activities.

You may not issue any press release with respect to your agreement or your participation in the Program; such action may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, say you develop our Services, say you are part of Dîner en Noir, or express or imply any relationship between us and you or any other person or entity, except as expressly permitted by your agreement.

Referral Fees

For the sale of a subscription or event registration to be eligible to earn a referral fee, the customer must click-through a link from your site, email, social media platform, or other communications to the Dîner en Noir website and sign up/purchase using your Unique Link/Ambassador Coupon Code.

We will only pay referral fees on your Unique Links/Ambassador Coupon Codes that are used and automatically tracked and reported by our systems. We will not pay referral fees if someone says they signed up through you, but it was not tracked by your Unique Link/Ambassador Coupon Code.

The referral fee is 15-25% of our revenue from customers that you refer. The referral fee will be credited to your Brand Ambassador payout account within 5 business days after the customer processes payment for their subscription/registration. Referral fees are only earned if a customer makes a payment in full.

Payment

Accrued referral fees are paid via the payout option provided within 5 business days of the completion of the payment by the customer. You must have a valid & acceptable payment

option (CashApp or Venmo) to receive referral fees, as we do not offer payment via check, credit card, cash or other methods.

Customer payments refunded or payments charged-back due to credit card fraud do not qualify for referral fees. We may delay crediting of referral fees subject to risk analysis considerations and Anti-Money Laundering procedures.

A summary of sign ups and statement of referral fees will be available to the Brand Ambassador monthly when requested by Affiliate.

The referral fee structure is subject to change at our discretion.

We reserve the right to disqualify referral fees earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods.

All fees are exclusive of all taxes, charges, levies, assessments and other fees of any kind imposed on your involvement in this Agreement and shall be the responsibility of, and payable by you.

We reserve the right to check and change commissions on the basis of orders actually paid, the notification e-mail is not understood as a confirmed commission - this is only a notification, and every payment will be verified based on real transactions.

Customer Definition

Every customer who buys a service through this program is deemed to be a customer of Dîner en Noir. Accordingly, all of our Term, Conditions of Use, & Policies (TC&P), and operating procedures concerning pricing, customer orders, customer service, and services sales will apply to those customers. We may change our policies and operating procedures at any time. Dîner en Noir is not responsible for any representations made by the Brand Ambassador that contradict our rules, policies or operating procedures.

Pricing & Availability

We will determine the prices to be charged for services sold under this Program in accordance with our own pricing policies. Services prices and availability may vary from time to time. Because price changes may affect services that you have listed on your site, you should only use promotion specific pricing during that promotion. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular service.

Copyrighted and Trademarked material

You are solely responsible for ensuring that your reviews, product descriptions and articles (if applicable at your site,) obey all applicable copyright, trademark, and other laws. Dîner en Noir will not be responsible if you use another party's copyrighted or trademarked material in violation of the law.

Term of the Agreement and Program

The term of this Agreement will begin upon our execution of your Program agreement and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. Notice by e-mail, to your address on our records, is considered sufficient notice to terminate this Agreement. Dîner en Noir reserves the right to end the Program at any time. Upon Program termination, Dîner en Noir will pay any legitimate outstanding earnings.

Termination

Dîner en Noir, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Program, or any other Dîner en Noir service, for any reason at any time. Such termination will result in the deactivation or deletion of your Brand Ambassador Account, and the forfeiture and relinquishment of all potential or accrued referral fee, if they were earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. Dîner en Noir reserves the right to refuse service to anyone for any reason at any time. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, social media platforms, emails, etc. all links to the Dîner en Noir website and all our images and other materials provided under the Program

Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. 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 otherwise, that reasonably would contradict anything in this Agreement.

Limitations of Liability

The Company and any of the Company's officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Program.

Nothing in this legal notice shall exclude or limit the Company's liability for:

- (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977; or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

If your use of material provided under this Program results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof. The Company's maximum aggregate liability under or in connection with these Terms, or any collateral contract, whether in contract, tort (including negligence) or otherwise (a "Claim"), shall be limited to a

sum equal to the aggregate amount which we are obliged to pay you in the twelve (12) month period immediately prior to the period giving rise to such Claim.

Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall be submitted to confidential arbitration in the District of Columbia, USA. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Notice

All notices given by you to us must be given to Dîner en Noir via our Customer Service Chat or www.dinerennoir.com/contact. We may give notice to you at the e-mail address you provided to us when registering or Customer Service Chat. Notice will be deemed received and properly served 24 hours after an e-mail/chat is sent. In proving the service of any notice, it will be sufficient to prove in the case of an e-mail or Customer Service Chat attached to said email, that such e-mail was sent to the specified e-mail address of the addressee.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations hereunder that is caused by events outside our reasonable control (a "Force Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of public or private telecommunications networks;
- (e) the acts, decrees, legislation, regulations or restrictions of any government.

Our Program is deemed to be suspended for the period that the Force Majeure Event continues, and we may have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event.

Waiver

If we fail, at any time to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled hereunder, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

Severability

If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Complete Terms

These Terms and any document expressly referred to in them represents the entirety of the Program and supersedes any prior Terms and understanding between the Company and Brand Ambassador, whether oral or in writing.

Governing law and jurisdiction

These Terms shall be governed by and construed in accordance with laws of the District of Columbia, USA. Disputes arising in connection with the Terms shall be subject to the exclusive jurisdiction of the laws and courts of the District of Columbia, USA.