MenTools Creator Terms

Welcome. You are not an affiliate chasing a commission cheque. You are a partner in a mission to improve a million men's lives, and we want the deal between us to be straight: you promote a protocol your audience will genuinely use, they get a real discount with your code, you earn a real commission on every sale, and you climb to a higher rate as you grow.

These Creator Terms set out that deal in full. They are written to be read, so please do. If anything is unclear, ask us and we will make it plainer.

Throughout these terms, "we", "us" and "our" mean MenTools, and "you" mean you, the creator. This welcome note is not part of the binding terms; the agreement begins at clause 1.

---

1. Definitions

In these terms, the following words have the following meanings.

- **MenTools, we, us, our**: the company that owns the MenTools brand and app.
- **You, the Creator**: the individual named on the join form or on the signed copy of these terms.
- **Protocol**: a structured, one-off self-improvement programme for men, bought once and owned outright. A Protocol is not a subscription, not a supplement, and not a physical product.
- **Creator Content**: content you make while you are a MenTools creator, or that you make specifically to promote MenTools under these terms, that features, mentions or promotes MenTools or a Protocol.
- **Code**: the unique discount and tracking code we issue to you, which carries your audience's discount and attributes sales to you.
- **Commission**: the amount you earn on a qualifying sale made through your Code, calculated as set out in clause 6.
- **Tier**: your commission rank, being Partner, Ambassador or Founding Circle. Your Tier sets your Commission rate.
- **Creator Size Band**: the audience-size classification, being Standard, or High and Celebrity, that decides how you accept these terms under clause 21. Your Creator Size Band is separate from your Tier and does not affect your Commission rate.

- **Verified Sales**: sales made through your Code that completed and were not refunded or charged back, measured over a rolling 90-day period.
- **Payout Email**: the email address you give us at signup, to which we send your monthly payout.
- **High and Celebrity Ambassadors**: creators on a bespoke, individually negotiated deal recorded in the schedule at clause 20. This is a Creator Size Band, not a Tier.

---

2. The arrangement

These terms govern your work promoting MenTools Protocols as a MenTools creator. You join as a Partner and may climb to Ambassador and then Founding Circle as your sales grow, as set out in clause 6.

You act on your own account as an independent party. Nothing in these terms makes you our employee, worker, agent, or business partner, and you cannot enter into any commitment on our behalf. The word "Partner" is a Tier name only. It does not make you our business partner and does not create a partnership in law under the Partnership Act 1890 or otherwise. We do not share profits or losses with you; you earn Commission on sales you drive.

Your appointment is non-exclusive. You are free to work with other brands, including in the men's self-improvement space, and we are free to work with other creators, subject to the honesty, disclosure and brand-safety obligations in these terms. You must not, however, promote a directly competing product or app within the same piece of Creator Content that promotes a MenTools Protocol or carries your Code.

---

3. What you are promoting, and your free access

A MenTools Protocol is a structured, one-off self-improvement programme for men, bought once and owned. You promote the Protocol chosen to suit your audience, offering that audience **20 percent off** the price when they buy using your unique Code. Your audience gets the same 20 percent at every Tier. They never get a worse deal because you are new, or a better one because you are senior.

So you can run the Protocol yourself and make honest content about it, we give you free access to it. When you join we issue you a one-time-use code for **100 percent off on the yearly plan**. Use it at the checkout and you get complete free access to the Protocol itself.

That free access is the only thing that is free. There is **no free physical product and no free supplement**, for any creator, at any Tier, ever. Nothing is shipped to you or to your audience as part of this arrangement.

4. Content licence, reposting and paid advertising

This is the part that matters most to both of us, so we put it near the front.

This licence covers your Creator Content, meaning content you make while you are a MenTools creator, or that you make specifically to promote MenTools under these terms. It does not cover content you post that is not about MenTools, and it does not cover incidental mentions in content you made before you joined, unless you separately agree to let us use a specific piece.

By accepting these terms, you grant MenTools a licence to use your Creator Content. Specifically, you give us the right to:

- **Repost and reuse your Creator Content organically.** We may share, repost and feature it on MenTools channels, our website, the app, our pages and our email, with credit to you.
- **Use your Creator Content in paid advertising, including whitelisting.** We may run your Creator Content, in whole or in edited form, as paid ads, for example on Meta and TikTok, including running ads through your handle where you grant whitelisting or partnership access. This is the right that lets a strong post become an advert that sells the Protocol to a wider audience.
- **Edit and adapt for advertising.** We may edit and adapt your Creator Content to produce advertising, for example trimming, re-cutting, adjusting aspect ratio and length, adding captions, subtitles, music, voiceover, on-screen text, pricing, calls to action, required legal disclosures, your Code, and the Protocol name, and combining it with other footage to make finished ads. We will never change the honest meaning of what you said, put words in your mouth that you did not say, or fabricate a testimonial or result.
- **Use your name, handle, likeness and voice** as they appear in your Creator Content, to run and report on the MenTools promotion. We will not use your name or likeness to endorse anything other than MenTools and its Protocols.

The detail of the licence is as follows.

- **Term and tail.** The licence begins when you create the Creator Content and continues for as long as you are an active creator. When this arrangement ends, the licence continues for a tail period so that any advertising already running can finish its planned run and so recently made content can still be used. The default tail is **twelve months** from the date this arrangement ends, unless your schedule at clause 20 sets a different period. During the tail we will not start using your content in new paid advertising campaigns created more than thirty days after the arrangement ends; campaigns already live may run to the end of the tail.

When the tail ends, we will stop running your content in paid advertising and remove it from active campaigns within a reasonable time.

- **Scope.** The licence is worldwide and is for promoting MenTools and its Protocols only. We will not sell your Creator Content, and we will not license it to any third party to advertise that third party's own products or services.
- **Sublicensing for delivery.** You allow us to pass your Creator Content through the advertising platforms we use, for example Meta and TikTok, and to share it with agencies and contractors who help us run the promotion on our behalf. This is limited to running and reporting on the MenTools promotion, and we remain responsible for how they use it.
- **Ownership, and who owns the finished ads.** You keep ownership of your Creator Content. This is a licence to use it, not a sale of it. The finished adverts and other materials we create using your Creator Content, including our edits, voiceovers and other additions, belong to us, but this never gives us ownership of your underlying Creator Content itself.
- **Moral rights.** So that we can edit and use your Creator Content for advertising as described, you consent to us doing so and, to the fullest extent the law allows, you waive the moral rights you have in your Creator Content, including the right to be identified as its author and the right to object to how it is treated, so far as needed for the editing and advertising described in this clause. Where the law does not allow a full waiver, you agree not to exercise those rights in a way that would stop us editing and running the advertising set out in these terms. This never allows us to fabricate a testimonial or attribute to you words or views you never expressed.
- **Performance data.** We may use and report on the performance of your Creator Content and of the adverts we run from it, for example views, engagement and results, as part of running and measuring the promotion. Performance data from advertising we pay for is ours to use.
- **Paid-ad spend is ours.** When we put money behind your content as an advert, that ad spend and any results from it belong to us. It does not change your Commission, which is always earned on sales through your Code as set out in clause 6.

Music and third-party material. You are responsible for ensuring any music or third-party material in content you want us to amplify as a paid ad is cleared for paid advertising use. If it is not, tell us before we boost it, and we will either replace the audio or not run that piece as a paid ad.

Asking us to stop. If you ask us to stop using a specific piece in paid advertising, we will stop putting new spend behind it within five business days of your request and will wind it out of live campaigns as soon as we reasonably can; a campaign already committed may run to the end of its current run. If continued use would be unlawful, or a genuine third-party right that you can evidence is at stake, for example music or a person featured has withdrawn permission, we will remove it from paid advertising promptly.

Content you have already published organically on your own channels stays as it is; this is about our paid advertising use.

4A. Your promises about your content

You promise that, each time you publish Creator Content:

- the Creator Content is your own original work, or you have all the rights needed to grant the licence in clause 4;
- you have secured all necessary rights, consents and releases from any person appearing in it, and for any music, footage, images, artwork, brands, trade marks or locations it contains, including the rights needed for us to run it as paid advertising;
- the Creator Content does not infringe any third party's intellectual property, privacy, publicity or other rights, and is not defamatory or unlawful;
- any claim you make about a Protocol is one you genuinely believe and, where it is a claim about results or health, is one we have given you in writing and stand behind; and
- granting us this licence and running these ads does not break any other agreement you have, for example an exclusivity deal with an agency or another brand, and you will tell us if that changes.

These promises sit behind the indemnity you give us in clause 14.

---

5. Disclosure and advertising-law compliance

You must tell people, clearly and up front, that your post is a paid partnership and that you earn a commission. This protects you, your audience and us. Because you earn a commission and get free access from us, you have what the rules call a material connection to MenTools. Your audience has a right to know that before they act on your recommendation, and disclosing it is what keeps you and us on the right side of the rules.

You must follow the advertising and consumer-protection rules that apply where your audience is. As a baseline that means the ASA and CAP Code in the UK and the FTC Endorsement Guides in the US, and the equivalent rules of any other country you post to.

You agree to the following.

- **Label every post that uses your Code or promotes a Protocol** with a clear disclosure at the start, in the same language as your content, where people see it before they read on or tap to expand. Use a label your whole audience will understand, such as **#ad** or **Paid partnership**. Vague or

coded labels such as "sp", "spon", "collab", "ambassador", or a brand tag on its own are not enough. Make clear that **you earn a commission** if people buy with your Code. Do not bury the label in a block of hashtags, below a "more" fold, or anywhere a viewer would have to hunt for it.

- **In video, Stories and livestreams, disclose inside the content too.** For any video, Reel, Story or short, put the disclosure in the caption or description and also make it clear within the content itself, either on screen where it can be read or said out loud. For a livestream, repeat the disclosure regularly so people who join partway through still see it.
- **Use the platform's own paid-partnership tools** where they exist, for example the paid-partnership label on Instagram and TikTok.
- **Be honest.** Only say what is true for you, and share your real experience of the Protocol. Never invent a result, never promise an outcome we have not stated, and never imply MenTools is something it is not.
- **No misleading claims, and no health or income claims.** Do not use fake urgency, invented testimonials, or before-and-after style promises. Do not make any health, medical, mental-health or wellbeing claim, and do not make any claim about money you or your audience could earn or save beyond the stated discount. The only claims you may make are true statements of your own genuine experience, and any factual product information we have given you in writing. If you are ever unsure whether something counts as a claim, ask us first.
- **Describe the offer honestly.** Present the discount exactly as it is: a standing 20 percent off with your Code. Do not invent a deadline, a "was" price, or a bigger saving than the 20 percent, and do not suggest the offer is scarcer or more urgent than it is.
- **Ads we run through your handle carry a disclosure too.** Where we run paid ads through your handle under the licence in clause 4, we are responsible for applying the correct paid-partnership label and disclosure on those ads, including any of your content we continue to run during the licence tail. You do not need to police our ad spend, but if you ever see one of our ads running under your handle without a clear label, tell us and we will fix it.
- **Ask us if a claim is borderline, and we will help.** We will give you a short briefing on what you can and cannot say. If you want to state a specific benefit or result, run the wording past us first and we will confirm what is substantiated. We may ask to see a promotional post before it goes live where it makes a factual claim about a Protocol.

If a post is not disclosed properly, we will tell you and ask you to add the disclosure or remove the post. While it is being put right we may pause your Code. Repeated or deliberate failure to disclose is a serious breach and may end this arrangement under clause 11.

---

6. The Commission

These are the locked MenTools numbers. They are the same for every creator.

- **Your audience gets 20 percent off** the Protocol when they buy with your Code. This is fixed and the same at every Tier.
- **You earn a one-time Commission per sale.** A Protocol is bought once, so you are paid once per buyer. There is no recurring, trailing or renewal Commission, because there is nothing recurring to pay on.
- **Your Commission is calculated on the price the buyer actually paid after the discount**, not the full list price. For example, on a Protocol listed at £100, your 20 percent Code brings the price the buyer pays down to £80, and your Commission is your Tier rate applied to that £80. At the Partner rate of 30 percent, that is £24.
- **Your rate climbs by Tier:**
- **Partner: 30 percent per sale.** The entry Tier. Every creator starts here.
- **Ambassador: 35 percent per sale.** The top 20 percent of active creators by Verified Sales.
- **Founding Circle: 40 percent per sale.** The top 8 percent of active creators by Verified Sales.
- **How you climb.** Ranking is by your Verified Sales over a rolling 90-day period. The app runs the ranking once a month and promotes you automatically when your number puts you in a higher band. You never have to ask. Where the number of active creators is small, we may set a minimum Verified Sales figure for each Tier so that ranks stay meaningful; we will tell you that figure in advance and apply it equally to everyone. This ranking is **private**. It drives your rate only. There is no public leaderboard.
- **Promotions and demotions change future sales only.** When you move up, the higher rate applies to sales recorded from the promotion date onward. Sales you have already earned stay at the rate they were earned at, and we never re-rate the past. If your Verified Sales fall and stay below your Tier's threshold for three monthly rankings in a row, your rate steps down by one Tier, and only on sales made from that point onward. Commission you have already earned is never reduced. Partner is the floor, so your rate never falls below the Partner rate.
- **Refunds and chargebacks.** If a sale is refunded or charged back, the Commission on that sale is reversed. If it was already paid, it is netted against your next monthly payout. It is never invoiced to you or chased as a debt. A refunded sale also drops out of your Verified Sales count, so your ranking reflects sales that stuck.
- **If refunds exceed earnings in a month.** If refunds in a month are larger than the Commission earned that month, the shortfall carries forward and is netted against future Commission only. If you stop being active with a shortfall outstanding, we write it off. We never invoice you or pursue it.

There is no flat fee and no free physical product. Your reward is Commission, free access to the Protocol itself, and the status that comes with climbing the Tiers. There is no retainer at standard level; retainers exist only on a bespoke deal under clause 20.

---

7. How and when you are paid

- **Every sale is tracked by your unique Code.** Your Code lives on our checkout, which applies your audience's 20 percent discount, handles the customer's payment and tax, and records every sale on your Code so it is attributed to you. There is no separate portal to log into and no affiliate account to activate.
- **We pay you monthly.** Commission is calculated at your Tier rate on every sale through your Code and paid out once a month, after sales have cleared their refund window. You do not chase it and you do not invoice for it. We run the payout to you.
- **When we pay.** We run payouts once a month, by the fifteenth of the following month, covering all Commission that cleared its refund window in the previous calendar month.
- **Refund window.** Commission is held until the sale has passed its refund window, which is thirty days from purchase, and is paid in the next monthly payout after that.
- **We pay to the email you gave us.** We pay your Commission by **Wise or PayPal**, sent to the Payout Email you gave us when you joined. At signup we ask only for that email address. We never collect your card or bank details on the join form. When a payout is due, you receive it securely through Wise or PayPal.
- **Statements.** You get a monthly statement showing your sales, your Tier rate, Commission earned, anything held for the refund window, and what has been paid.
- **Tax is yours.** Commission is paid gross. You are responsible for your own income tax and for any tax registration in your country. You confirm you are responsible for reporting your Commission to the relevant tax authority and for paying any tax and social contributions due on it, and that we have no duty to deduct or account for these. You act as an independent self-employed party and are not our employee, worker, or agent.
- **VAT.** All Commission figures are stated exclusive of VAT or any equivalent sales tax. If you are registered for VAT, or its local equivalent, and are required to charge it, we will pay the correct VAT on top of your Commission once you give us a valid VAT invoice. If you are not registered, no VAT is added.
- **Minimum payout.** If your cleared Commission in a month is under twenty-five pounds, it carries to the next month and is paid once your

balance passes that figure, so that a payout never costs more in fees than it is worth.

---

8. Code use and anti-abuse

You get **one unique Code**. It carries your audience's 20 percent discount and it is how every sale is attributed to you. Treat it as yours and use it straight.

- **One Code, honest promotion.** Share it openly with your audience in your own content. Do not spam it into unrelated places, comment sections, coupon and deal sites, paid search on the MenTools brand name, or anywhere that would pass off someone else's traffic as your own.
- **No self-purchase abuse.** Do not buy through your own Code to farm Commission, and do not run coordinated buy-and-refund schemes. A Code that shows an abnormal refund or chargeback pattern is flagged for human review, and confirmed abuse voids the Affected Commission and can end this arrangement.
- **One Code, one creator.** Do not share your Code with other promoters or resell it. If you legitimately promote a second Protocol later, we issue a second Code rather than widening the first.
- **We can pause or retire a Code.** If a Code is being misused, or a Protocol is repriced, or you stop being active, we may pause, reissue or retire it. Commission you have honestly earned and that is already recorded is still paid, as set out in clause 11.

Affected Commission means Commission on the specific sales that were fraudulent, generated by Code abuse, or driven by non-compliant content. It does not include Commission on genuine, compliant sales, which is always paid. Where there is genuine fraud, we may void all Commission traced to that fraud.

---

9. Confidentiality

- Keep anything non-public that we share with you, for example unreleased Protocols, pricing plans, internal numbers or draft creative, **confidential**, and use it only to promote MenTools under these terms.
- Your own sales figures and statements are yours to share or not, as you wish.
- This obligation continues after these terms end, for as long as the information remains non-public.

---

10. Brand safety

We are a men's self-improvement brand, and our reputation rides on the company we keep. The rights in this clause exist to protect our brand and comply with the law, not to direct how you work.

- **Keep MenTools content brand-safe.** Do not associate MenTools with hate, harassment, adult content, gambling, get-rich-quick schemes, or anything unlawful or that would reasonably damage the brand.
- **No health or income claims.** Do not promise or imply any health, medical, mental-health, wellbeing, or financial outcome. Share your genuine experience only.
- **Respect your audience.** Promote honestly and disclose clearly, as set out in clause 5.
- If your wider content takes a turn that clashes badly with the brand, we may pause your Code and review the relationship.

---

11. Term and termination

- **Either side can end this arrangement at any time, on notice in writing.** An email to or from support@mentools.co is enough. There is no long lock-in.
- **On ending, your Code is retired**, and you stop promoting MenTools as a creator.
- **Earned Commission is still paid.** Any honestly earned, refund-cleared Commission recorded before these terms end is paid in the normal monthly cycle. Ending the arrangement does not wipe money you have already earned.
- **The licence tail survives.** As set out in clause 4, ads already running may finish their planned run within the defined licence term, after which we stop using your content in new paid ads.
- **For cause.** We may end this arrangement immediately, and void Affected Commission, for a serious breach: Code abuse or fraud under clause 8, repeated or deliberate failure to disclose under clause 5, or a brand-safety breach under clause 10.
- **What survives.** The following continue after this arrangement ends: the licence and its tail (clause 4), your content promises (clause 4A), confidentiality (clause 9), intellectual property (clause 12), limitation of liability and the indemnities (clause 14), data protection (clause 15), governing law and disputes (clause 19), and any provision that by its nature is meant to continue.

---

12. Intellectual property and trade marks

- **Our brand is ours.** The MenTools name, logo, trade marks, Protocols, app and materials remain our property. We grant you a limited, non-exclusive, revocable, non-transferable permission to use our name and brand assets only to promote MenTools under these terms, and in line with any brand guidance we give you. All goodwill from your use of our marks belongs to us.
- **Your content is yours; our ads are ours.** You keep ownership of your Creator Content, subject to the licence you grant us in clause 4. The finished adverts and other materials we create using your Creator Content, including our edits, voiceovers and other additions, belong to us, but this never gives us ownership of your underlying Creator Content itself.
- **No wider rights.** Your permission to use our brand ends when this arrangement ends, save for the licence tail in clause 4. You must not register or attempt to register any MenTools name, mark or confusingly similar mark, and you must not use our brand in a way that suggests a wider partnership than exists.

---

13. Independent contractor status and no guarantee of earnings

- **You are independent.** This arrangement is not employment, a legal partnership, or an agency. Nothing in these terms makes you our employee, worker, agent, or business partner. You act as an independent self-employed party and cannot bind MenTools to anything.
- **No obligation, no control over method.** You decide whether, when, how often and in what style to promote MenTools. We do not require you to post, do not set your hours, and do not control how you create your content. Our rights over disclosure, brand safety and your Code exist only to protect our brand and comply with the law, not to direct how you work. You provide your own equipment and bear your own costs.
- **No employee benefits.** Because you are self-employed, you are not entitled to holiday pay, sick pay, a pension, notice pay, or any other employee or worker benefit, and we do not pay National Insurance or make tax deductions for you. You look after your own tax and any insurance you choose to hold. You acknowledge that you will not bring any claim for employment or worker rights arising from this arrangement, and you will reimburse us for any tax, penalty or contribution a tax authority requires us to pay because your status was treated as employment, save where that arises from our own default.
- **No guarantee of earnings.** Commission depends entirely on the sales you drive. We do not promise any particular level of income, and nothing in these terms should be read as such a promise.

14. Limitation of liability and indemnity

- **Fair limits both ways.** Neither side excludes liability for anything that cannot lawfully be excluded, for example death or personal injury caused by negligence, or fraud.
- **Cap.** Subject to that, neither side is liable to the other for loss of profit, loss of opportunity, or indirect or consequential loss. Each side's total liability to the other in connection with this arrangement is limited to the greater of the total Commission paid or payable to you in the twelve months before the claim arose, and five thousand pounds.
- **What the cap does not cover.** The cap does not apply to: the liabilities that cannot lawfully be excluded named above; either side's indemnity obligations in this clause; your breach of the content promises in clause 4A; a breach of confidentiality; or either side's infringement of the other's intellectual property. For those, the only limit is the first bullet of this clause.
- **Your indemnity to us.** You will cover us against claims and reasonable costs that arise from your breach of these terms, in particular from Creator Content that is not properly disclosed under clause 5, that breaks your promises in clause 4A, that infringes a third party's rights, or that makes a claim we did not give you and stand behind.
- **Our indemnity to you.** We will cover you against claims and reasonable costs that arise from our use of your Creator Content in a way you did not authorise, or from the MenTools brand assets and Protocol materials we provide to you infringing a third party's rights.

15. Data protection

- **What we hold.** We hold the information you give us to run this arrangement, including your name, your handle, your Payout Email, your Code, your sales and payout records, and the Creator Content, images and performance data covered by the licence in clause 4. We keep your acceptance record and its timestamp for compliance.
- **Why we can hold it.** We process this data because we need it to run our agreement with you and pay you, which is performing our contract, and to check for fraud and abuse, keep proper records, and report on our promotions, which are our legitimate interests. Where the law requires us to keep records, that is our legal obligation.
- **Your Payout Email.** We hold your Payout Email so we can send your monthly payout by Wise or PayPal. To pay you, we share your Payout Email with our payment providers, Wise and PayPal, who then collect your bank or account details directly from you under their own terms and privacy

notices. Those details go to them, not to us. We never collect, see or store your card or bank numbers.

- **International transfers.** Some of our providers process data outside the UK. Where they do, we rely on the safeguards set out in our privacy policy, such as an adequacy decision or approved contract terms.
- **How long we keep it.** We keep your data for as long as you are an active creator and afterwards only as long as we need it. Payout, commission and tax records are kept for six years after the end of the relevant tax year, because tax law requires it. We then delete or anonymise data we no longer need.
- **Your rights.** You can ask to see the data we hold about you, correct it, or have it deleted where the law allows, and you can object to certain uses. We handle your personal data as a controller in line with applicable data-protection law, including the UK GDPR, and our privacy policy, which explains each right in full. If you are unhappy with how we handle your data, you can complain to the Information Commissioner's Office at ico.org.uk.

---

16. Changes to these terms

We may update these terms. For any change that materially affects you, for example a change to Commission rates, the licence, or how you are paid, we will give you at least thirty days' notice by email before it takes effect. If you do not agree, you may end this arrangement under clause 11 before the change takes effect, and any Commission you have already earned is still paid. Minor changes that do not materially affect you, for example clarifications or contact details, take effect when we post them. Continuing to promote MenTools after a change takes effect means you accept it.

---

17. Assignment

You may not transfer your rights or obligations under these terms to anyone else, as they are personal to you and your audience. If you operate through a personal company or management, tell us at signup and we can name that entity on your creator record; the personal nature of this arrangement is unaffected. We may transfer our rights and obligations to a group company or to a buyer of the MenTools business, provided your earned Commission and your rights under these terms are preserved.

---

18. Entire agreement and severability

- These terms, together with your join form and, for High and Celebrity Ambassadors, the schedule at clause 20, form the entire agreement between us about your work as a MenTools creator, and replace any earlier discussion or understanding.
- If any part of these terms is found to be invalid or unenforceable, the rest stays in force, and the invalid part is treated as adjusted to the least extent needed to make it valid while keeping its intent.
- A person who is not a party to these terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of them, except that a group company or successor to whom we assign under clause 17 may enforce them.

---

19. Governing law and disputes

- These terms are governed by the law of **England and Wales**.
- The courts of England and Wales have exclusive jurisdiction over any dispute, although this does not stop either side from seeking urgent protective relief in another court where needed.
- If you are a consumer, nothing in this clause removes the protection of any mandatory law of the country where you live, and you may also be able to bring proceedings there.
- **Talk first.** Before starting formal proceedings, both sides agree to try in good faith to resolve any dispute directly, starting with an email to support@mentools.co, and to consider mediation if a direct conversation does not settle it.

---

20. Bespoke schedule (High and Celebrity Ambassadors only)

Most creators are on the standard terms above and need nothing more. For **High and Celebrity Ambassadors**, the negotiated deal is written into this schedule and forms part of these terms. The standard ladder is usually the floor here, not the ceiling.

This schedule records the bespoke terms agreed for this person:

- **Negotiated rate or retainer**: the agreed starting Commission rate, at or above the standard ladder, or a fixed ambassador retainer, if one was agreed.
- **Sweeteners**: anything extra agreed, for example a co-built or named Protocol, an advisory seat, a higher one-time rate, a white-label deal built around them, or equity for a rare few.

- **Bespoke licence terms**: a different licence term or usage scope, where agreed.
- **Anything else** specific to this deal.

Where this schedule is silent, the standard terms above apply. Where it conflicts with the standard terms, this schedule wins **for this person only**, and never changes the locked numbers for anyone else.

---

21. How you accept these terms

Your Code does not go live, and you cannot start earning, until your terms are in place. How that happens depends on your Creator Size Band.

- **Standard creators accept online.** You accept these terms by ticking the box on the join form. That acceptance is logged with the date and time on your creator record, and it is what makes your Code go live.
- **High and Celebrity Ambassadors sign.** If you are on a bespoke deal, you sign these terms with your negotiated schedule attached, as set out in clause 20. Your Code goes live once the signed agreement is in place.

You give us your Payout Email when you accept these terms or at onboarding. Either way it is only the email address, never bank or card details, and it does not hold up your Code. We send your payout to that email when a payout is due.

If you have any questions, email support@mentools.co at any time.

Accepted by the Creator

- Creator full name: [Creator full name]
- Creator handle: [Creator handle / channel]
- Payout email: [Payout email]
- Tier (commission rank): [Partner / Ambassador / Founding Circle]
- Creator Size Band: [Standard / High / Celebrity]
- Accepted on: [date]
- Signature (High and Celebrity Ambassadors): [signature]

For MenTools

- Signed: [name]
- Position: [position]

- Date: [date]