



Affilsearch Email Policy Terms

The following Acceptable Use Policy ("AUP"), our Affiliate Terms and Conditions (the "Terms and Conditions"), the Mobile AUP, Adware AUP and Search AUP, each of which is expressly incorporated herein by reference (collectively, the "Agreement"), is the binding legal agreement between Affilsearch ("Company") and you ("You" or "Your"), the user of Company's website (the "Site"). You agree to use the Site, Company's advertising network service ("Service") and any additional products and/or services offered by Company in the future only in accordance with the Agreement. Notwithstanding the foregoing, neither this AUP, nor the Agreement, is an exhaustive recitation of all rules, regulations, standards and legal requirements governing Your conduct: (i) as an Affiliate (as that term is defined herein below) of Company; and/or (ii) in connection with Your use of e-mail in the promotion of any Program under the Agreement. The Agreement states the minimum standards that You and Your Affiliated Third Parties (as defined below) must adhere to in light of current laws, rules and regulations governing, and industry best practices applicable to, the transmission of commercial e-mail. In the event that any law, rule or regulation governing the transmission of commercial e-mail is enacted or amended setting forth standards more restrictive than those set forth herein, the more restrictive standards contained in such subsequently enacted or amended law, rule or regulation shall apply to You and Your Affiliated Third Parties.

Company reserves the right to make changes to the Site, the Service and/or the terms and conditions of the Agreement at any time. The latest Agreement will be posted on the Site. Your continued use of the Site and/or Service after any such modification and posted notification thereof shall constitute Your consent to such modification. Therefore, You should regularly check the Site for any updates and/or changes. The Agreement applies to and governs Your relationship with the Company in all matters including, without limitation, as an Affiliate in connection with your use of the Service. For purposes of the Agreement, "Affiliate" means the individual or entity registering with Company to use the Service as an Affiliate and, without limitation, any parent entities, owners, subsidiaries, affiliates, predecessor or successor entities, and any agents, officers, directors or employees acting on behalf of same. If You do not agree to the terms and conditions contained within the Agreement in their entirety, You are not authorized to register as an Affiliate, use the Service and/or Site in any manner or form whatsoever. Any capitalized terms not defined herein shall have the same meaning as set forth in the Terms and Conditions.

Where authorized by both Company and the applicable Merchant, the following terms and conditions apply to all e-mail campaigns transmitted by Affiliate on behalf of such Merchant(s). Company will allow Affiliate E-mails and/or e-mail-based Creative to be transmitted by Affiliate in connection with any Program where such Affiliate E-mails and/or e-mail-based Creative comply with: (a) all applicable foreign and local laws, ordinances, rules, regulations, statutes, court orders, judgments and decrees that govern e-mail marketing and/or communications, as well as the most stringent email marketing industry standards. Company and, where applicable, Merchant, reserve the right, completely, jointly and exclusively, to establish the test for reasonability with regards to any conditions set forth herein.

Without limitation, the conditions set forth herein shall apply equally to You, Your parent entities, owners, subsidiaries, predecessors and/or successor entities and any agents, officers, directors, members and/or employees acting on behalf of You, as well as any of Your affiliates, partners, distributors and/or other third parties with whom You do business while governed by the Agreement (collectively, "Affiliated Third Parties"). All Affiliate's Affiliated Third Parties must be approved by Company prior to their assisting You in connection with any Program governed by the Agreement. Company reserves the right to reject Your request to work with any Affiliated Third Parties and may restrict Your right to use any previously approved Affiliated Third Parties at any time and for any reason. You are responsible for ensuring that any and all such Affiliated Third Parties agree, in writing, to e-mail marketing terms and conditions no less restrictive than those contained herein, and You must submit all such written representations to Company if requested by Company. All such agreements must contain provisions that require Your Affiliated Third Parties to fully and completely indemnify Company for any and all damages arising from their breach of any of the provisions set forth herein and You must have the ability to terminate distribution with, or procurement by, Affiliated Third Parties immediately. Notwithstanding the foregoing, You hereby agree that You will be solely responsible to Company for any breach of the provisions of the Agreement by Affiliated Third Parties.

All Affiliate E-mails and/or e-mail-based Creative transmitted by Affiliate must, at a minimum, comply with all applicable laws relating thereto and adhere to the following obligations, as determined by Company and, where applicable, Merchant, in their joint and exclusive discretion:



Internet Protocol Disclosure

You shall disclose all Internet Protocol ("IP") addresses with which You conduct any and all transactions, business and/or operations as a part of Your Affiliate relationship with Company.

Informed Recipient Consent

You shall distribute such e-mails and/or e-mail-based Creative only to those recipients who have expressly agreed via "Confirmed Opt-in" or "Verified Opt-in" ("Opt-In") to receive such transmissions from You. You shall not distribute Affiliate E-mails and/or e-mail-based Creative using improperly acquired or generated e-mail addresses (whether obtained by automated means from websites, services or otherwise, or generated by automated random combinative algorithms). In addition, You shall maintain electronic and/or tangible records evidencing the subscription of such consumers to Your lists for verification by Company as required. This verification information must include, at a minimum, the date, time, originating IP address and location where the e-mail address or other recipient information was submitted and, if applicable, a copy of the subscription form used. If requested, You shall explain and provide examples of the mechanisms that You use (historically and currently) to obtain and build Your list of subscribers.

Distributor Location

You shall only distribute Affiliate E-mails and/or e-mail-based Creative that include a valid sender domain name and/or responsive IP address. You shall only distribute Affiliate E-mails and/or e-mail-based Creative, as applicable, from a valid sender domain name and/or responsive IP address that You have authorization to utilize for the purposes of sending commercial e-mail. You shall not relay or retransmit Affiliate E-mails and/or e-mail-based Creative in order to mislead or deceive as to the origin of the Affiliate E-mails and/or e-mail-based Creative, as applicable, nor shall Affiliate E-mails and/or e-mail-based Creative be transmitted from e-mail accounts registered to false owners.

Intended Recipient Disclosure

You shall only distribute Affiliate E-mails and/or e-mail-based Creative that clearly indicate the e-mail address to which the Affiliate E-mail and/or e-mail-based Creative, as applicable, is sent (the intended recipient's email address) in the body of the message or in the "TO:" line of the applicable email message.

Affiliate Email and/or Email-based Creative Content

You shall only use approved Subject and From lines, Copy, Text and HTML. Suggestions for new Subject and From lines, Copy, Text and HTML are allowed; however, they must be approved by Company prior to being included in any Affiliate E-mails and/or e-mail-based Creative, as applicable.

Appropriate Affiliate Email and/or Email-based Creative Content

Company strictly forbids the display of sexually explicit materials via Affiliate E-mail and/or e-mail-based creative. In addition, no Affiliate E-mail and/or e-mail based Creative may display content that fails to satisfy all of the requirements of Section 2 of the Terms and Conditions. Without limiting the generality of the foregoing, You represent and warrant that Your Affiliate E-mail and/or e-mail based Creative, as applicable, will not contain objectionable content (including, but not limited to, content that is misleading, libellous, defamatory, obscene, offensive, violent, bigoted, hate-oriented, illegal and/or that promotes illegal goods, services and/or activities).

Distributor Contact Detail Disclosure

You shall only distribute Affiliate E-mails and/or e-mail-based Creative that include valid and responsive contact information of the sender, list manager and/or list owner. This contact information shall include Your valid physical postal address (provided that a post office box is not considered a valid physical mailing address) and, optionally, Your phone number. Company reserves the right to add such address(es) should Affiliate fail to



include same, but Company is in no way responsible for including such address(es) where Affiliate fails to do so. You must not use any invalid or erroneous e-mail header information (including, without limitation, source, destination, domain, IP address and/or routing information).

Transparency in Operation

Each Affiliate E-mail and/or e-mail-based Creative that You send must include a functioning unsubscribe link, through use of which e-mail recipients may request not to receive future commercial e-mail messages from Affiliate with respect to any Program, or other e-mail contact generally. Such unsubscribe link must remain active and capable of receiving opt-out requests for no less than thirty (30) days after transmission of the underlying e-mail message.

Unsubscribe Requests

You shall process any and all unsubscribe requests within five (5) business days or less from the date of Your receipt of such requests. In addition, You shall maintain electronic and/or tangible records evidencing the removal of such e-mail address(es) from Your lists, together with any and all deleted e-mail address(es) provided to you by Company, for verification by Company as required.

Complainant and Recipient Enquiries

Where any recipient of Your Affiliate E-mails and/or e-mail-based Creative requests and/or inquires with You regarding the location where such consumer Opted-In to receive e-mail marketing from You, You must respond to such request and/or inquiry within seventy-two (72) hours of receipt of same. Your response to such inquiries must include, at a minimum, the date, time, originating IP address, URL and the location where the applicable e-mail address or other consumer information was submitted.

Suppression List

The Company Suppression list shall be emailed to you as and when there are changes that you need to adhere to. You shall download the Company Suppression List and remove any and all such e-mail addresses appearing therein from the Affiliate E-mails prior to engaging in e-mail marketing in connection with approved Merchant Programs. You agree to process any new unsubscribe requests within five (5) days of such requests being added to the Company Suppression List. No less than daily during the term of this Agreement, You shall deliver, via e-mail, Your own list of suppressed e-mail address(es) that You collect in connection with Your e-mail marketing activities associated with any and all Programs ("Your Suppression List"). If no such e-mail address(es) are supplied to Company by You on a given day during the term of this Agreement, then Company may conclude that no such address(es) were collected on that day by You. The Company Suppression List, Your Suppression List provided by Company are deemed to be confidential information of Company. The Company Suppression List and Your Suppression List may not be used by You for any purpose other than to comply with applicable laws regulating e-mail transmissions.

Solicitation Disclosure

You shall only distribute Affiliate E-mail and/or e-mail-based Creative that include language in the body of the Affiliate E-mail and/or e-mail-based Creative, which clearly and conspicuously identifies that the message is an advertisement or solicitation, as applicable.

Privacy Policy

Each Affiliate E-mail and/or e-mail-based Creative that You distribute shall include a live, functioning hyperlink to an associated privacy policy that meets the test of reasonable commercial best practices applicable to privacy policies in general. Your e-mail marketing activities must adhere to Your applicable privacy policy, in both letter



and in spirit, in all respects and with no exceptions. The subject privacy policy must be available for viewing from each domain associated with Your e-mail transmission.

E-mail Address Harvesting

Company strictly forbids Affiliate E-mail and/or e-mail-based Creative sent for the purpose (but not necessarily the sole purpose) of harvesting e-mail address(es) in order to send future unsolicited commercial e-mails.

Control over the Distribution Process

You shall immediately cease distribution of Affiliate E-mail and/or e-mail-based Creative solicitations promoting any Program(s) upon notice from Company to You. You shall be permitted to use brokers or third parties to deliver Affiliate E-mail and/or e-mail-based Creative; provided, however, that all such distributors shall be considered Affiliated Third Parties as defined above.

Infringement

Your promotion of Programs via Affiliate E-mail and/or e-mail-based Creative must not infringe, misappropriate or otherwise violate any copyright, patent, trademark, trade secret or other similar intellectual property right, or otherwise violate or breach any duty toward, or rights of, any person or entity including, without limitation, rights of privacy and publicity; and, must not result in any consumer fraud, product liability or breach of contract to which You are a party or cause injury to any third party.

Intellectual Property

You shall not use Company's or its Merchants' names (including any abbreviation thereof) or any trademark, trade name, service mark, logo or other Company identifying information in the originating or return e-mail address line, header or subject line of any Affiliate E-mail and/or e-mail-based Creative transmission unless otherwise directed to do so by Company in writing.

A Clear History

You must have a strong track record of compliance with the terms and conditions of this AUP, as well as applicable laws, rules, regulations and industry standards governing the marketing and promotion of consumer goods via e-mail at all times, both prior to, and after, the commencement of Your relationship as an Affiliate. You shall immediately alert Company in the event that any litigation or investigation ensues concerning Your e-mail practices, or the e-mail practices of Your parent entities, subsidiaries, affiliates and/or Your Affiliate Third Parties (regardless of whether such litigation relates to Your relationship with Company).

Truthfulness

You must be clear, complete and forthcoming in all statements to Company, its Merchants and such e-mail and/or e-mail-based Creative recipient.

Violations.

Company will strictly enforce a zero tolerance policy with respect to the transmission of e-mail marketing in violation of this AUP and/or the Agreement. Company reserves the right to shut down or disable any program at any point if it appears that a violation of this AUP or the Agreement has occurred. Company shall be the sole arbiter in all cases.