



## AFFILISEARCH AFFILIATE - ACCEPTABLE USE POLICY FOR SEARCH MARKETING

1. The following Affilisearch Search Acceptable Use Policy ("**Search AUP**"), our **Affiliate Terms and Conditions** (the "**Terms and Conditions**"), the **Email AUP**, and the **Adware AUP**, each of which are expressly incorporated herein by reference, collectively constitute and are referred to herein as the "**Agreement**". The Agreement is the binding legal agreement between Affilisearch. ("**Company**") and you ("**You**" or "**Your**"), a user of **Company's** website (the "**Site**") and the Company's advertising network service ("**Service**"). You agree to use the **Site**, the **Service**, and any additional products and/or services offered by **Company** in the future only in accordance with the **Agreement**. Notwithstanding the foregoing, this **Search AUP** is not an exhaustive recitation of all rules, regulations, standards and legal requirements governing Your conduct:

- a. as an **Affiliate** (as that term is defined herein below) of **Company**; and/or
- b. in connection with **Your** distribution and administration of marketing campaigns in association with Search Marketing Programs ("**Search Marketing Programs**").

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 search marketing. In the event that any state or federal law, rule or regulation governing search marketing, 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**.

2. **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. This **Search AUP** applies to and governs **Your** relationship with the **Company** in any and all matters associated with the **Search Marketing Programs** including, without limitation, as an **Affiliate** in connection with your use of **Company's** Service ("**Affiliate**"). For purposes of the **Agreement**, "**Affiliate**" means the individual or entity registering with **Company** to use the **Service** 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, in connection with your participation in any **Search Marketing Programs**. If **You** do not agree to the terms and conditions contained within this **Search AUP** and the Agreement in their entirety, **You** are not authorized to use the **Service** and/or **Site** in any manner or form whatsoever in connection with the **Search Marketing Programs**. Any capitalized terms not defined herein shall have the same meaning as set forth in the Terms and Conditions.

3. Where authorised by both **Company** and the applicable **Merchant(s)**, the following terms apply to all content created in connection with any and all **Search Marketing Programs** by **Affiliate** on behalf of such **Merchant(s)** ("**Search Marketing Content**"). **Company** will allow **Search Marketing Content** to be used by **Affiliate** in connection with any and all **Search Marketing Programs** that **Affiliate** participates in where such **Search Marketing Content**, as well as the marketing practices of **Affiliate** in general, comply with: (a) all applicable federal, state, provincial, foreign and local laws, ordinances, rules, regulations, statutes, court orders, judgments and decrees that govern search marketing and/or communications; and (b) any and all applicable Federal Trade Commission regulations. Compliance with the foregoing shall be determined in the joint discretion of **Company** and the applicable **Merchant(s)**. As referenced herein and throughout the **Agreement**, **Company** and, where applicable, **Merchant**, reserve the right, completely, jointly and exclusively, to establish the test for reasonableness with regards to any conditions set forth herein.

4. 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, employees acting on



Your behalf, 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**").

5. All **Affiliated Third Parties** must be approved by **Company** prior to their assisting **You** in connection with any **Search Marketing 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 terms and conditions no less restrictive than those contained herein, and **You** must submit all such written representations to **Company** upon request by **Company**. **You** must also have agreement from all **Affiliated Third Parties** to fully and completely indemnify **Company** for 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** shall be solely responsible for any breach of the provisions of the Agreement by **Affiliated Third Parties**.

6. Search Marketing Content utilised by **Affiliate** in connection with any and all **Search Marketing Programs** must, at a minimum, comply with, as applicable, the **Agreement** and all applicable laws. In addition, **Affiliate** must adhere to the following obligations, as determined by **Company** and, where applicable, **Merchant**, in their joint and exclusive discretion:

**a) Clarity of Disclosures.**

(i) **Company** strictly restricts the display of potentially misleading terms via **Search Marketing Content** transmitted by **You**. Such misleading terms include, but are not limited to "free" and "free-like" language.

(ii) **Company** strictly forbids the display of terms transmitted by **You** via **Search Marketing Content** that represent or imply that a **Search Marketing Program** is limited to certain geographical areas. (E.g., "Offer only valid to residents of London.").

**b) Consistency of Disclosures.**

Without limiting any of the foregoing, all **Search Marketing Content** transmitted by **You** in connection with a **Search Marketing Program** must be consistent across that **Search Marketing Program**: from the **Creative** to the corresponding landing page(s), confirmation page(s) and/or other web pages that are linked to such **Creative** so as not to be misleading. **Company** shall determine, in its sole discretion, the Consistency of Disclosures associated with any **Search Marketing Programs**.

**c) Appropriate Search Marketing Content.**

**Company** strictly forbids the display of sexually-explicit materials via **Search Marketing Content** transmitted by **You**. No **Search Marketing Content** may display content that fails to satisfy all of the requirements of Section 2 of the Terms and Conditions. As an **Affiliate**, **You** represent and warrant that **Your Search Marketing Content** will not contain objectionable content (including, but not limited to, content that is misleading, deceptive, libellous, defamatory, obscene, offensive, violent, bigoted, hate-oriented, illegal and/or that promotes illegal goods, services or activities). **Company** will have final approval on all **Search Marketing Content**.

**d) Privacy Policy.**

**You** shall conspicuously post a privacy policy on any and all website(s), landing page(s), confirmation page(s) and/or other web page(s) upon which you collect consumer information in connection with a **Search Marketing Program**. The privacy policy must comply with all federal, foreign and local privacy laws and meet the test of reasonable commercial best practices applicable to privacy policies. **Your** data protection, use and privacy practices must adhere to **Your** applicable privacy policy, in both letter and in spirit, in all respects and with no exceptions. The privacy policy must be available for viewing via a clickable link. Such link must include the term "privacy" or "privacy policy."

**e) Children.**

**Company** strictly forbids **You** from transmitting **Search Marketing Content** to anyone under the age of eighteen (18). Notwithstanding the foregoing, **You** shall distribute only such **Search Marketing Content** that complies with all applicable laws dealing with children and marketing including, but not limited to, the Children's Online Privacy Protection Act ("**COPPA**"), rules promulgated pursuant thereto and regulations regarding age restrictions for particular products.

**f) Keyword Bidding.**

All keywords purchased by **You** in connection with a **Search Marketing Program** must:

(i) Have some nexus to its corresponding **Search Marketing Content** so as not to be misleading.

(ii) As applicable, meet the additional criteria specified by the applicable **Merchant**.

(iii) Brand bidding is strictly prohibited unless specifically stated in the **Merchant's** program description, or written



consent has been authorised by Affilsearch.

**g) Social Media.**

**Company** strictly forbids the use of social media profiles (e.g., MySpace, Facebook, Tribe) to advertise or distribute **Search Marketing Content**. This does not preclude **You** from purchasing keywords which reside on social media websites to advertise and distribute **Search Marketing Content**.

**h) Intellectual Property.**

(i) **Your** distribution of **Search Marketing Content** in connection with any and all **Search Marketing Programs** must not: (1) utilize any copyright, patent, trademark, trade secret or other similar intellectual property right of any third party without their prior written consent; (2) otherwise violate or breach any duty toward, or rights of, any person or entity including, without limitation, rights of privacy and publicity; or (3) must not result in any consumer fraud, product liability or breach of contract to which **You** are a party.

(ii) **You** shall not use **Company** or its represented **Merchants'** names (including any abbreviation thereof) or any trademark, trade name, service mark, logo or other **Company**-identifying information in any part of any **Search Marketing Content** transmission unless otherwise directed by **Company** in writing.

(ii) **You** shall not falsely represent or imply that **You** are certified by any third-party in any part of any **Search Marketing Content** transmission. This includes but is not limited to falsely representing that **Your** website has been "certified by TRUSTe," or falsely representing that **You** are an "Official Partner" of a brand, a merchant or other corporation.

**i) A Clear History.**

**You** must have a strong track record of compliance with the terms and conditions of this **Search AUP**, as well as applicable laws, rules, regulations and industry standards governing the marketing and promoting of consumer goods 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 **You**, **Your** parent entities', subsidiaries', **Your** affiliates' and/or **Affiliated Third Parties'** **Search Marketing Content** practices (regardless of whether such litigation relates to **Your** relationship with **Company**).

**j) Truthfulness.**

**You** must be clear, complete and forthcoming in all statements directed at and concerning **Company**, its **Merchants** and recipients of said **Search Marketing Content**.

**k) Violations.**

**Company** will strictly enforce a zero tolerance policy with respect to the publication of **Search Marketing Content** programs and services, as well as any and all marketing activities associated therewith. **Company** reserves the right to shut down or disable any program at any point if it appears that a violation of this **Search AUP** and/or the **Agreement** has occurred in **Company's** sole and absolute discretion.