

Advertising Policy

This policy outlines the regulations for advertising activities for those participating in AffGenius Affiliate Programs. It serves as the authoritative guide for all advertising practices.

1. Restricted Material Guidelines

The content featured in the Affiliate's Media must receive approval from AffGenius, in compliance with all relevant laws and regulations, including intellectual property rights. The content must not include the following:

- a. Material of a pornographic nature or content that appeals to prurient interests;
- b. Content that is discriminatory based on race, ethnicity, politics, or incites hate;
- c. Financial advice or investment opportunities not allowed by law;
- d. Software piracy;
- e. Indecent content and any tactics to drive traffic from adult-oriented websites;
- f. Violation or infringement of patents, copyrights, trademarks, or other intellectual property rights, or rights of privacy or publicity;
- g. Explicit violence or offensive language;
- h. Content that slanders, misleads, or threatens harm to others;
- i. Endorsement of illegal substances or activities, such as unauthorized online gambling, creating explosives, or counterfeiting currency;
- j. Any forms of illegal activities;
- k. Hyperlinks leading to other affiliate networks.

2. Participation Requirements for AffGenius Affiliate Program

To partake in the AffGenius Affiliate Program, the Affiliate is expressly forbidden from the following:

- 2.1. Sending unsolicited commercial emails (SPAM). All commercial emails related to any Programs must be sent only to recipients who have explicitly consented to receiving such communications.
- 2.2. Posting specific messages about any Programs on newsgroups, chat rooms, bulletin boards, or any other public forums without written consent from AffGenius.
- 2.3. Using a website or linking to websites that feature content that is pornographic, discriminatory based on race or ethnicity, political, supportive of software piracy or hacking, incites hate, or is otherwise illegal or objectionable.
- 2.4. Engaging in deceptive, misleading, or fraudulent activities, or any other unethical or illegal trade practices while promoting any Programs.

3. Email Campaign Regulations

3.1. Should a complaint arise from any recipient of a Program email sent by the Affiliate, the Affiliate must promptly furnish AffGenius with records verifying the recipient's consent to receive emails. These records can include, but are not limited to, the URL of the Affiliate's opt-in/opt-out webpage, the date the recipient took action, and the Affiliate's privacy policy.

3.2. The Affiliate is prohibited from using the advertiser's name, or any abbreviation of it, in the sender or subject line of any email transmission.

3.3. Transparent Identification in Advertising Emails: Any email messages that serve as advertising materials must be clearly identified as such. Identification should be "clear and conspicuous," such as including a statement like "This advertisement is brought to you by (Your

Company)" within the body of the email. Additionally, the sender must specify its identity by including the company name, email, and physical address.

3.4. **Effective Unsubscription Mechanisms:** Commercial email senders must provide recipients with a reliable method for opting out of future emails. At a minimum, the Affiliate must allow recipients the option to reply to the email to unsubscribe, mail a postal letter to opt out, or click on a functioning unsubscribe link, which must remain active for at least 30 days from the date of the initial email.

3.5. **Authenticity of Email Headers and Origin:** Emails must not contain falsified header information or false email account or IP address registrations. The retransmission of an email to disguise its origin is also prohibited. Affiliates and their email delivery providers are forbidden from using computers or computer networks accessed without proper authorization for relaying or retransmitting emails.

3.6. **Truthful Subject Lines:** Subject lines must be accurate and not misleading in a way that could deceive a reasonable recipient regarding the email's content or subject matter. Affiliates are only allowed to use Specified Advertising Materials for subject lines that have been either provided or expressly approved in writing by AffGenius.

3.7. **Legitimate Email List Sources:** Affiliates are accountable for knowing the origins of their email lists. Email addresses cannot be generated randomly or obtained by using programs that scrape websites or online services for addresses. Affiliates must possess complete opt-in information for all recipients in their database.

3.8. **Timely Unsubscribe Processing:** All requests to unsubscribe must be honored within 10 business days of receiving the request. Email addresses from individuals who have opted out cannot be sold or transferred, whether the opt-out is specific to the advertiser or is a global opt-out.

4. Promotional Program Guidelines

4.1. **Email Campaigns:** For every email campaign, the Affiliate must download the "Suppression List" available in the Offers section of AffGenius. The Affiliate is required to filter its own email list by eliminating any addresses that appear on the Suppression List and may only send emails to the remaining addresses. Although AffGenius will include an opt-out mechanism in all Links, any opt-out requests that are directly sent to the Affiliate should be immediately forwarded to AffGenius info@affgenius.com. The Affiliate's emails containing the Links should not have any additional content other than the Links, unless mandated by relevant laws.

4.2. **Advertising Campaigns:** Links should not appear in chat rooms or on bulletin boards unless there is written consent from AffGenius. Any pop-ups or pop-unders used in the Affiliate Program must clearly indicate in the title bar that they are served by the Affiliate. Furthermore, any client-side ad-serving software utilized by the Affiliate can only be installed on an end-user's computer if its functionality is transparently disclosed to the end-user before installation. This disclosure must be part of a clearly worded and affirmatively accepted end-user license agreement, and the software must be easily removable using standard uninstallation procedures.

4.3. The Affiliate acknowledges that failing to download the Suppression List and remove all corresponding email addresses from their database before initiating an email campaign may lead to withholding of commissions, partial or full removal from the Affiliate Program, and the possibility of legal action. AffGenius reserves the right to enforce any other available remedies under this Agreement or otherwise. The Affiliate also agrees not to send emails or market to any suppression files generated through the AffGenius network. Failure to comply with this stipulation may also result in commission withholdings, removal or suspension from the Affiliate Program,

potential legal action, and any other rights or remedies that AffGenius may have under this Agreement or otherwise.

4.4. Management of Affiliate Networks: For Affiliates who operate their own affiliate networks, they agree to include the Links within their network ("Network") for use by their network affiliates ("Third Party Affiliates"). The Affiliate is responsible for explicitly prohibiting Third Party Affiliates from altering the Links in any manner. Affiliates must maintain their Network according to the highest industry standards and may not include any Third Party Affiliate whose website or business features content deemed as Objectionable Content. All Third Party Affiliates must be in good standing with the Affiliate. The Affiliate is obligated to ensure that all Third Party Affiliates formally and verifiably accept this Agreement before they gain access to the Links. Any Third Party Affiliate found in violation of this Agreement's terms must be promptly removed by the Affiliate. If either party suspects a Third Party Affiliate of misconduct related to the Links, the Affiliate should quickly provide AffGenius with identifying and contact information for that Third Party Affiliate. Upon receiving written notice from AffGenius, the Affiliate must swiftly remove the offending Third Party Affiliate from the Affiliate Program and bar them from future AffGenius Offers within the Network. Unless AffGenius has verified that a Third Party Affiliate has been given complete and accurate contact information and has affirmatively accepted this Agreement, the Affiliate remains responsible for the actions or omissions of any such Third Party Affiliate.

5. Anti-Spam Policy

The Advertiser is obligated to adhere strictly to the federal CAN-SPAM Act of 2003 ("the Act") as well as any other relevant regulations that pertain to the jurisdiction where the Affiliate Program is being conducted. All emails sent in relation to the Affiliate Program must include a mechanism for opting out. On occasion, AffGenius may request that the Advertiser submit the final version of their email for approval before sending it out. This submission should be sent to a designated AffGenius representative for review. Once written approval from AffGenius is received, the email may then be sent to third parties.

It remains the sole responsibility of the Advertiser to ensure that the email is in compliance with the Act. The Advertiser agrees not to rely on AffGenius's approval as a basis for asserting that they are in compliance with the Act. Therefore, AffGenius's approval should not be considered as assurance of the Advertiser's compliance with federal anti-spam laws.

6. Privacy Policy

6.1. The Affiliate is required to prominently display a privacy policy on all websites that are part of the Programs. This policy should comprehensively and transparently outline how consumer data is collected and utilized.

6.2. The Affiliate's privacy policy must adhere to all relevant privacy laws and regulations for each jurisdiction in which it operates. This includes, but is not limited to, compliance with the General Data Protection Regulation (EU) 2016/679 (GDPR) as well as any other local, national, and international laws and regulations pertaining to data protection.

7. Affiliate's Responsibilities Regarding Advertisements

7.1. The Affiliate is required to:

7.1.1. Assume full responsibility for the creation, upkeep, and contents of or linked to their own Media platforms.

7.1.2. Ensure that all content displayed on their Media or used in relation to the Affiliate Program is lawful and does not violate any third-party intellectual property or personal rights. Moreover, the content must not be harmful, threatening, defamatory, explicit in sexual nature, promote violence or discrimination based on gender, religion, race, nationality, disability, or age, endorse illegal activities, or contain profanity. In short, it should be free from any content deemed objectionable by AffGenius ("Objectionable Content").

7.1.3. Refrain from making any unauthorized claims, guarantees, or statements about AffGenius or its clients, or their respective products or services. Only statements expressly permitted by this Agreement may be used.

7.1.4. Ensure that a privacy policy is prominently displayed and readily accessible to end-users, especially before collecting any personally identifiable information. This privacy policy must be in accordance with all applicable laws and regulations and must clearly disclose how the collected information will be used and shared, including the provision of such information to AffGenius and its Clients for their intended use.

7.1.5. Clearly post and make available to end-users any terms and conditions that are associated with the Offer as set forth by AffGenius or its Clients, or as mandated by any applicable laws and regulations regarding such Offers.

7.1.6. Abstain from placing AffGenius ads on any online auction platforms, such as Amazon or similar platforms.

7.1.7. Ensures that the Affiliate's media channels do not mimic the appearance or overall experience of the Program Web Site, nor give the impression that they are endorsed by or affiliated with AffGenius or its Clients, unless explicit written permission has been obtained from AffGenius.

7.1.8. Adheres to all (i) stipulations, prerequisites, and limitations outlined in this Agreement, as well as (ii) any applicable laws, regulations, and rules relevant to the Affiliate's operations, the Advertiser's Media, or the Advertiser's utilization of the Links.

7.1.9. Follows the terms, conditions, protocols, and policies of any external services utilized by the Affiliate in association with the Affiliate Program. This includes, but is not limited to, email service providers, social media platforms, and advertising networks.

8. Handling of Customer Data. Confidentiality

8.1. Unless specified otherwise in this Agreement or explicitly authorized by AffGenius, you commit to keeping all information—ranging from, but not limited to, the clauses of this Agreement, business and financial details, customer and vendor directories, as well as pricing and sales data—about AffGenius or any affiliated entities strictly confidential. This information shall not be used by the Advertiser for any reason other than participating in the Affiliate Program. The sole exception to this is if such information becomes publicly known or accessible through a source other than yourself. The Affiliate is prohibited from using any information acquired from the Affiliate Program to create, improve, or operate a service that competes with the Affiliate Program or to aid another party in doing so.

8.2. All information given to the Affiliate under this Agreement must be held in the strictest confidence.

All end-user customer data submitted to the Affiliate as part of the Program is the proprietary information belonging to AffGenius, its affiliates, and/or the Advertisers. The Affiliate agrees that this customer information is confidential and shall not be disclosed. Furthermore, the Affiliate is prohibited from copying, sharing, selling, or commercially using this proprietary information in any way. The Affiliate is responsible for securely storing this data in a manner that aligns with industry best practices.