

Annex C: Affiliate Code of Conduct

AFFILIATE CODE OF CONDUCT

2017

ADVIDI

This Code of Conduct, as may be amended, supplemented or revised from time to time, forms an integral part of the General Terms and Conditions of Advidi. All Affiliates must comply with this Code of Conduct in full.

This Code of Conduct has been prepared to protect the rights and safety of all. However, each Affiliate is and remains responsible and liable for its actions and Advidi assumes no responsibility or liability to that respect. For the avoidance of doubt, Advidi is not responsible for content on third party websites and does not accept any liability for content on third party websites.

1. Each Affiliate must comply with all laws, rules and regulations that are applicable to their activities, including but not limited to those pertaining to marketing, privacy, social media, consumer protection and advertising. Each Affiliate must further comply with all applicable industry best practices and guidelines.
2. Each Affiliate must in any event:
 - a. refrain from any illegal, unlawful or inappropriate acts (such as, but not limited to: criminal acts (e.g. discrimination, racism, defamation, abuse, phishing, fraud, SPAM etc.), tortuous acts, copywrite infringement, trade mark infringement or infringement of any other IP rights, privacy infringement, the use of malware or spyware etc.);
 - b. refrain from using personal information about someone (including his/her name) unless the Affiliate has the prior written approval from the relevant person;
 - c. comply with all guidelines set forth by relevant authorities, such as consumer and market authorities (including, but not limited to: the Dutch 'Autoriteit Consument en Markt', the US Federal Trade Commission and any similar authority in all relevant or applicable jurisdictions). This includes that each Affiliate must guarantee that all reviews are clear and honest and that all reviews comply with consumer and advertising guidelines regarding testimonials and endorsements, including, but not limited to: the disclosure of (i) a material connection between the endorser and Affiliate, (ii) requests made to provide an endorsement and (iii) any compensation received by the endorser for its endorsement. Affiliates shall never use the word "free" or use a substantially equivalent claim, except if such claim is accurate;
 - d. not make any misrepresentations or publish misleading information;
 - e. modify or hide any specific disclosures or disclaimers;
 - f. observe and comply with the terms, conditions, guidelines and policies of all third party services they use, including but not limited to social media services, search engine marketing systems and other third party services;
 - g. refrain from using sweepstakes entries, lotteries, rewards, points or other participation incentives in their activities;

- h. not promote through CPA networks;
- i. not syndicate or broker offers to any third party without Avidi's prior written approval;
- j. not include price information in their activities without Avidi's prior written approval;
- k. not circumvent any security measures or tracking systems nor attempt to automate or falsify activity through the links;
- l. not modify the links or transaction tracker codes in any way;
- m. not post content on public message boards, chat rooms, in public areas of social networking and/or job sites, including but not limited to MySpace.com, Facebook.com, Tagged.com, Craigslist.org, etc. without Avidi's prior written approval;
- n. not create the impression that the website of the Affiliate or its services are provided or endorsed directly by Avidi;
- o. not display any content next to or one click away from third party content, if such third party content in itself would be in violation of this Code of Conduct;
- p. comply with all data protection laws, rules and regulations in all relevant jurisdictions;
- q. comply with all reasonable requests from Avidi, including but not limited to, in respect of Avidi's Notice and Takedown Procedure.

3. In case an Affiliate makes use of automated systems or software for its activities, that Affiliate shall make sure that the use thereof shall not lead to a breach of this Code of Conduct. The relevant Affiliate is responsible and liable for any actions so taken.

4. An Affiliate is solely responsible and liable for the development, operation and maintenance of its website(s) and database(s) and for any and all content that may appear on its website(s). For the avoidance of doubt, Avidi is not responsible for content on third party websites and does not accept any liability for content on third party websites. In this respect reference is also made to the Notice and Takedown Procedure of Avidi.

5. Affiliates shall ensure that all its activities comply with relevant legal rules and regulations regarding SPAM (such as, but not limited to: the CAN SPAM Act 2003 and the EC Directive 2002/58 . which is enacted in the Netherlands in the Dutch Telecommunications Act), and shall ensure that at least the following terms are met:

- a. all email lists must be opt-in lists whereby the recipient has pre-approved and agreed to receive email messages specifically from the Affiliate. No rented, leased or third party lists may be used;
- b. an Affiliate may not advertise in any way that effectively conceals or misrepresents its identity, its domain name or their return e-mail address;
- c. the Affiliate is the sender of the email, pursuant to (anti-)SPAM rules (this includes that (i) the Affiliate must be identified in the "From:" field of the email, (ii) the Affiliate must state in the email how the Affiliate obtained the recipient's email address and (iii) the Affiliate must make clear that Avidi is not the sender of the email);

- d. prior to sending any emails, each Affiliate must submit its mailing list to Advidi's designated third party list-cleansing service to remove any names that are on Advidi's suppression list;
 - e. an Affiliate shall not send email traffic from its own databases or from third party databases to any of the Advidi offers or the Advidi network. All traffic related to email promotions will be rejected and marked as unqualified.
6. An Affiliate shall delete, recall and cease the use of content of Advidi immediately after their participation in the relevant program ends.
7. An Affiliate represents and warrants that it will respond to all consumer complaints within twenty-four (24) hours of notification. In this respect reference is also made to Advidi's Notice and Takedown Procedure.
8. Each Affiliate shall maintain a privacy policy ("Affiliate Privacy Policy") that complies with all applicable privacy laws, rules and regulations in each relevant jurisdiction. The Affiliate Privacy Policy shall at least include that each website of an Affiliate allows third parties, including Clients, to place content within its media, and that each such website is allowed to share any information so collected with third parties, such as Clients, as contemplated thereunder.
9. In case of an alleged breach of this Code of Conduct by an Affiliate, that Affiliate shall comply with all investigations and requests from or on behalf of Advidi and the relevant Affiliate shall provide all information necessary in connection with such investigation or inquiry to Advidi.
10. Each Affiliate acknowledges that in the event that the Affiliate has breached this Code of Conduct, its name and address may in certain circumstances be disclosed by Advidi to a third party.
11. Each Affiliate acknowledges and agrees that by clicking on the button labelled "I Agree" (or similar links as may be designated by Advidi) the relevant Affiliate agrees to the relevant agreement(s), terms and conditions or further code(s) and/or procedure(s) and that by doing so that Affiliate is submitting a legally binding electronic signature and is entering into a legally binding contract. The relevant Affiliate acknowledges that that Affiliate's electronic submission constitutes Affiliate's agreement and intent to be bound by the relevant agreement(s), terms and conditions or further code(s) and/or procedure(s).
12. Advidi may amend, supplement or revise this Code of Conduct at any time and such amended, supplemented or revised Code of Conduct shall automatically be applicable. Each Affiliate hereby pre-approves and agrees to any amended, supplemented or revised Code of Conduct.
13. EACH AFFILIATE ACKNOWLEDGES AND AGREES THAT A VIOLATION OF THIS CODE OF CONDUCT MAY RESULT IN TERMINATION FROM THE PROGRAM, THE FORFEITURE OF ANY AFFILIATE COMMISSIONS AND THE REQUIREMENT TO RETURN ANY AFFILIATE COMMISSIONS OBTAINED BY MEANS THAT ARE IN BREACH OF THIS CODE OF CONDUCT.