



Affiliate Terms of Use Agreement

This **AFFILIATE TERMS OF USE AGREEMENT** (“**Agreement**”) is a legal agreement between Jumbleberry Interactive Group Ltd. (“**Jumbleberry**” or “**we**”) and the person or entity (“**Affiliate**” or “**You**”) that has submitted an application to participate as an affiliate in Jumbleberry’s online advertising network (“**Network**,” as further defined below). You and Jumbleberry may also be individually referred to herein as a “**Party**” and collectively as “**Parties**”. This Agreement governs Your participation in the Network and provides the terms and conditions under which You may earn payment for promoting offers for goods or services made available by third party advertisers (each, an “**Advertiser**”) participating in the Network.

This Agreement constitutes the entire and only agreement between us and You, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Network (which include, without limitation, the website through which you access the Network and any services offered by Jumbleberry in connection with the Network now or in the future), the content and computer programs provided by or through the Network, and the subject matter of this Agreement. Jumbleberry may change or update this Agreement at any time without specific notice to You. The current version of this Agreement will be posted on Jumbleberry’s web site or the administrative web site made available to you by Jumbleberry to access the Network (“**Admin Site**”), and you should review this Agreement prior to each use of the Network. We reserve the right, in our sole discretion, to make changes to the Agreement for any reason. We will provide you advance notice before the updated terms become effective. You agree that we may notify you of the terms by posting them on the Admin Site or other means of communication and your use after the effective date of the updated terms constitutes your agreement to the updated terms. Your continued use of the Network after any such modification shall constitute Your consent to such modification. You agree to use the Network only in accordance with this Agreement. If you do not so agree, You should not be part of the Network and shall not be entitled to any Payment or other benefits or rights under this Agreement.

1. Network Description; Use of the Network.

Through the Admin Site, Jumbleberry will make creative advertising images and data (“**Programs**”) of Advertisers available to you for placement on or distribution through Your media properties (“**Media**”), such as by posting on your web sites(s) or distributing to your email distribution lists. Each Program will include specific terms governing your use of the Program (“**Program Terms**”). You must place or distribute the Program through your Media in accordance with the Program Terms. The Program Terms will specify the amount and terms under which You may receive payment (“**Commission**”) for placing or distributing the Program when the requirements set forth in the Program Terms are fulfilled. Bounties are generated from a specified event (“**Event**”) as specified in the Program Terms, such as clicks, click-throughs, sales, registrations, impressions and/or leads. Jumbleberry and/or its Advertisers may change the Program Terms for any Program at any time upon notice to You, at which time You must promptly make any changes in your presentation or distribution of the Program to accommodate any such changes to the Program Terms, or immediately cease using the Program.

Jumbleberry will track all active Programs and compile, calculate and electronically deliver data required to determine the compensation that may be owed to you as a Commission under this Agreement. Upon delivery of any such report to you, you must submit any questions or disputes regarding Jumbleberry’s data and calculations to Jumbleberry in writing, including a detailed explanation for any such dispute, within 7 days of the report delivery date; otherwise, Jumbleberry’s figures and calculations shall be deemed accurate and accepted as such by You.



2. Application to Participate.

Participation in the Network is subject to our prior approval. We reserve the right to refuse acceptance of your application, in our sole discretion, with or without cause. If we accept Your application and later determine that acceptance was granted in error for any reason at our discretion, we may immediately terminate this Agreement upon notice to You.

You have an ongoing responsibility to update any information provided to us in your application, including Your list of Media that may be used to place or distribute Programs, to ensure that our files remain current. You acknowledge, agree and consent that we may communicate with you regarding your participation in the Network and any other aspect of the Network via email, telephone, mail, or any other means. We may, from time to time, send necessary communications relating to the Network and this Agreement to the email address then-currently associated with your Account. You will be deemed to have successfully received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.

Upon our approval of Your application, you will receive an account and password (“Account”) to access the Admin Site. Upon termination of this Agreement for any reason, we will disable your Account. You are solely responsible for all activities that occur under Your Account. You are solely responsible for maintaining the security of your password. You may not disclose Your password to any third party for any reason (other than third parties authorized by you to use your Account in accordance with this Agreement). If your password is compromised you must immediately notify us. We will not be liable for any loss or damage arising from your failure to comply with the requirements of this paragraph.

3. Affiliate Responsibilities.

Affiliate responsibilities are outlined in Exhibit A to this Agreement (“Affiliate Responsibilities”). If Affiliate uses Sub-Affiliates (as defined in Section 4), Affiliate is responsible for ensuring Sub-Affiliate’s compliance with the Affiliate Responsibilities.

4. Use of Sub-Affiliates

If Affiliate contracts with or otherwise engages or arranges for other parties (“Sub-Affiliates”) to distribute Programs, Affiliate (a) must require each Sub-Affiliate to agree in writing to terms and conditions substantially similar to the terms and conditions stated Exhibit A - Affiliate Responsibilities and the Program Terms, and (b) remain solely responsible and liable to Jumbleberry and/or Advertiser(s), as applicable, for all of the actions (or failure to act) of any such Sub-Affiliates or any other parties working with, for, or under such Sub-Affiliates. Affiliate must keep records of all Sub-Affiliates and Programs distributed by Sub-Affiliates during the term that this Agreement remains effective and for a period of one (1) year thereafter. Affiliate must immediately comply with any demand made by Jumbleberry to terminate any Sub-Affiliate from distributing Programs; failure to comply immediately with this demand may result in Affiliate’s termination from the Network, loss of Commission, and/or any other remedy available to Jumbleberry at its discretion.

5. Intellectual Property

Jumbleberry grants You, if approved, a non-transferable, non-exclusive limited license to use the Network(s) and any data, reports, information or analyses arising out of such use, subject to the terms and conditions set forth herein. You acknowledge and agree that You do not have, nor will claim any right, title or interest in the Networks’ software, applications, data, methods of doing business or any elements thereof. You may only access the Network via web browser, email or in a manner approved by Jumbleberry. Network integration tags must NOT be altered. Altering tags may jeopardize Your ability to be paid for Events as Jumbleberry may determine.



6. Fraud

Jumbleberry takes diligent measures to protect its reputation and that of its Advertisers. Jumbleberry strictly prohibits fraud and actively monitors traffic to detect potential fraud. If we suspect fraud by You or any of your Sub-Affiliates, Your account will be made inactive pending further investigation.

If Jumbleberry determines that You or any Sub-Affiliate fraudulently added leads, clicks or conversions or inflated leads, clicks or conversions by fraudulent traffic generation (as determined solely by Jumbleberry, such as pre-population of forms or any mechanism not approved by Jumbleberry), Jumbleberry's remedies include, without limitation, forfeit of Your entire commission for all programs and termination of Your account. Jumbleberry reserves sole judgment in determining fraud.

It is the OBLIGATION of the Affiliate to prove to Jumbleberry that Affiliate or its Sub-Affiliate is NOT committing fraud. Jumbleberry will hold Your payment in "Pending Status" until You have satisfactorily provided evidence that You or your Sub-Affiliate is not defrauding the Network. Potential evidence of fraud that triggers Jumbleberry's recourse under this section include, but are not limited to, the following:

- Have click-through rates that are much higher than industry averages.
- Have ONLY click programs generating clicks with no indication by site traffic that it can sustain the clicks reported.
- Have conversion rates that are much higher than industry averages.
- Have shown fraudulent leads as determined by our Advertisers.
- Use fake redirects, automated software, and/or fraud to generate clicks or leads from our programs.
- Engage in credit card fraud or click-fraud to generate conversions or sales, which includes fraudulently posing as customer, using pre-paid cards to generate transactions, or recommending and/or promoting affiliate links to friends, immediate and/or extended family, business associates and/or partners and/or any other individual considered by Jumbleberry or the Advertiser to be an illegitimate customer.
- Use creative that violates applicable law, does not comply with the requirements listed in Exhibit A of this Agreement, or does not actually promote any goods or services of the Advertiser.

Jumbleberry reserves the right to pursue legal action against You in the event of any breach of this Agreement, including fraud, and to seek all available remedies including actual, consequential, and punitive damages.

7. Payment

You will be paid per the occurrence of an Event. Except as provided herein, the Parties understand and agree that payment will be owed to the Affiliate from the Advertiser via Jumbleberry on terms net 5 days after the end of the pay period unless otherwise mutually agreed to. The pay period runs weekly from Monday to Sunday. Unless otherwise specified, all accounts will be paid in US dollars (\$US). No checks will be issued for any amounts less than \$1,000.00 US Dollars. No wires will be issued for less than \$1,000.00. Every Affiliate account must have a unique, valid taxpayer identification number (TIN) or valid Social Security number on file with Jumbleberry. If the Affiliate is Canadian, a business identification number and a harmonized sales tax number must be provided and kept on file with Jumbleberry. All payments are based on actual figures as defined, accounted and audited by Jumbleberry.

Jumbleberry reserves the right to suspend payments without notice if payment is not received from the Advertiser. If Jumbleberry does not receive payment from the Advertiser after engaging in best efforts to collect the funds, Jumbleberry is



not obligated to make the payment to You. However, pending Affiliate payouts may be negotiated in good faith on a case-by-case basis as Jumbleberry may determine. Jumbleberry does not guarantee payments on behalf of the Advertiser.

Jumbleberry will not pay for any Events that occur before a Program is initiated, after a Program terminates or for Events for a Program that the Affiliate was not invited to or is not assigned to promote. Invoices submitted to Jumbleberry and payments made to You shall be based on the Events and corresponding Commission as reported by Jumbleberry. Jumbleberry will not be responsible to compensate You for Actions that are not recorded due to Your error.

8. Termination

This Agreement is effective as of the date that you electronically submit Your application to participate in the Network, provided that this Agreement shall become null and void if Jumbleberry denies your application for any reason. This Agreement may be terminated by either Party upon three (3) days' notice, or without notice by Jumbleberry in cases of violation of Section 3 or Exhibit A (Affiliate Responsibilities), 4 (Use of Sub-Affiliates), and 6 (Fraud) of this Agreement. This Agreement shall terminate immediately upon the dissolution or insolvency of either Party. Jumbleberry reserves the right, in its sole and absolute discretion, to terminate a Program and remove any advertisements at any time for any reason. Jumbleberry also reserves the right to suspend or terminate Your access to the Network at any time without notice.

Termination notice may be provided via e-mail, and will be effective immediately. All Commission due to Affiliate, subject to the terms of this Agreement, will be paid during the next billing cycle.

If Affiliate defrauds the system, then payment is revoked as determined solely by Jumbleberry. If Your e-mail address is not operative, Jumbleberry's actual attempt to send the Termination notice e-mail to Your last known address shall suffice as Termination notice hereunder.

The representations, warranties and obligations contained in Sections 7, 8, 9, 10, 11, and 12 of this Agreement shall remain in full force and effect after termination of this Agreement.

9. Representations and Warranties

A. Affiliate represents and warrants that it will at all times comply with the materials obligations imposed on it under this Agreement, including but not limited to the requirements listed in Exhibit A of this Agreement. The failure to comply with any material obligation of this Agreement shall result in the loss of payment of Commission, in addition to any other remedy available to Jumbleberry at law or in equity. Affiliate acknowledges that Jumbleberry makes no representations, warranties, or agreements related to the subject matter hereof that are not expressly provided for in this Agreement; and

B. Each Party represents and warrants to the other Party that:

- (i) the information provided by each Party to the other Party is accurate, truthful and complete;
- (ii) each Party has the full corporate right, power, and authority to enter into this Agreement, to grant the rights and licenses granted and to perform the acts required of it;
- (iii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties, do not and will not violate: any agreement to which such Party is a party or by which it is otherwise bound, any applicable governmental law or regulation to which it is subject, or any trademark, copyright, intellectual property, or other third party right;



- (iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party in accordance with its terms;
- (v) such Party will abide by the terms and conditions set forth in this Agreement; and
- (vi) such Party has obtained all licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement and to conduct its business.

10. Customer Information; Non-Disclosure

As applicable, all information about consumers (“Customer Information”) submitted to the Affiliate by reason of Affiliate’s participation in distributing a Program through the Network is proprietary to and owned by Jumbleberry and/or its Advertiser(s). Such Customer Information is confidential and may not be disclosed by You or used for any purpose by You except as may be permitted by this Agreement or the Program Terms for any particular Program.

Each party agrees to use the other party's Confidential Information (defined below) solely for the purposes contemplated by this Agreement, and to refrain from disclosing the other party's Confidential Information or Jumbleberry’s Advertisers' Confidential Information (including Customer Information) to any third-party, unless (a) any disclosure is necessary and permitted in connection with the receiving party's performance of its obligations or exercise of its rights under this Agreement; (b) any disclosure is required by applicable law; provided, that the receiving party uses reasonable efforts to give the disclosing party reasonable advance notice thereof so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure; or (c) any disclosure is made with the consent of the disclosing party. As used in this Agreement, “Confidential Information” means any and all oral or written information that is identified as confidential and is provided by one Party to the other, or information which, under the circumstances surrounding the disclosure, reasonably ought to be treated as confidential. Notwithstanding the above, Jumbleberry retains discretion to disclose Your Confidential Information without notice in response to any inquiry or investigation by a government agency.

11. Limitation of Liability; Disclaimer of Warranty

IN NO EVENT SHALL JUMBLEBERRY BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE NETWORK, OPERATION OF A PROGRAM, THE PRODUCTS OR SERVICE PROMOTED IN ANY PROGRAM, OR YOUR DISPLAY OF ANY PROGRAM CREATIVE ON YOUR MEDIA, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST REVENUE, OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR OTHER DAMAGES, EVEN IF JUMBLEBERRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PROGRAMS, NETWORK, AND THE INFORMATION, CONTENT AND SERVICES AVAILABLE ON AND THROUGH THE NETWORK AND ALL TECHNOLOGY, SOFTWARE, MATERIALS, DATA, OR IMAGES PROVIDED OR USED BY OR ON BEHALF OF US OR OUR LICENSORS IN CONNECTION WITH THE NETWORK (COLLECTIVELY, THE “NETWORK OFFERINGS”) ARE PROVIDED ON AN ‘AS IS, WHERE IS’ AND ‘AS AVAILABLE’ BASIS. YOU USE THE NETWORK AND RUN PROGRAMS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, JUMBLEBERRY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE NETWORK OFFERINGS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENTS, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. JUMBLEBERRY DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON NETWORK OR PROVIDED BY JUMBLEBERRY IS ACCURATE, COMPLETE OR CURRENT.



WE WILL NOT BE HELD RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTTAGES OR SYSTEM FAILURES; OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTIONS, DAMAGE OR LOSS OF, ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. WE MAY DISCONTINUE THE NETWORK OR NETWORK OFFERINGS, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE OR OPERATION OF THE NETWORK OR NETWORK OFFERINGS, AT ANY TIME AND FROM TIME TO TIME. THE JUMBLEBERRY SHALL NOT BE LIABLE FOR ANY ACTS OF ADVERTISERS OR OTHER CONTENT PROVIDERS WHOSE CONTENT OR OFFERS APPEAR ON THE NETWORK AND/OR IS MADE AVAILABLE TO YOU THROUGH THE NETWORK, NOR THE CONTENTS OF ANY OTHER ADVERTISEMENTS, WEB SITES, OR WEB PAGES.

12. Indemnity

You shall indemnify, defend and hold Jumbleberry harmless from and against any and all claims, allegations, liabilities, costs and expenses (including reasonable attorneys' fees) by third parties arising out of Your: (a) improper use of the Network; (b) improper operation of a Program; or (c) breach or violation of this Agreement. You further agree to cooperate and comply promptly with any and all Jumbleberry demands for information and materials or Jumbleberry demands for preservation of information and materials arising from any potential or pending legal proceeding, including without limitation any investigation or inquiry initiated by a government agency. Jumbleberry shall indemnify, defend and hold You harmless from and against any and all claims allegations, liabilities, costs and expenses (including reasonable attorneys' fees) by third parties arising out of any actual infringement of intellectual property rights resulting from Your display of Jumbleberry's advertising creative provided by Jumbleberry in connection with distributing a Program.

13. Jurisdiction for Disputes

You expressly consent that the exclusive venue and forum for any claim by You against Jumbleberry (other than a counterclaim) shall be the City of Toronto, Ontario, Canada by mandatory, confidential, final and binding arbitration. As to any claim by Jumbleberry against You, You expressly consent that You are subject to personal jurisdiction and that venue is appropriate in New York City, New York, the City of Toronto, Canada, and/or any other forum in which You are subject to personal jurisdiction and that Jumbleberry may elect in its discretion to bring its claim in mandatory, confidential, final and binding arbitration or otherwise in a federal or state court in such forum. If the arbitration proceeds in New York City, New York or elsewhere in the United States, the arbitration will be administered by the American Arbitration Association ("AAA") according to the Commercial Rules, except as modified herein. The arbitration shall be conducted by a single arbitrator chosen from a list of attorneys who are members of the AAA's large complex case panel. If the Parties cannot agree on an arbitrator within thirty (30) days from the filing of a demand for arbitration with the AAA, the arbitrator shall be chosen pursuant to Rule 13 of the Commercial Rules. If the arbitration proceeds in the City of Toronto, Canada or elsewhere in Canada, the arbitration will be administered by the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. In all events, the arbitration shall be conducted in the English language; the costs of the arbitration, including any administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall initially be borne equally by the parties to the arbitration; and the arbitration shall be completed within six (6) months from the date of the arbitrator's appointment. The prevailing party in any claim between the parties shall be entitled to an award of its costs and attorney's fees.

14. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

15. Consent to Electronic Communications



Affiliate provides its consent to Jumbleberry delivering from time to time electronic communications about Jumbleberry's business, offerings and information via newsletters, blogs, emails or other electronic means. Affiliate acknowledges and agrees that it may opt out of this consent at any time and it is not a condition of entering into this Agreement to provide consent to receiving electronic communications from Jumbleberry.

16. Force Majeure

Neither Party shall be liable to the other by reason of failure or delay in the performance of its obligations hereunder on account of Acts of God, fires, storms, war, governmental action, labor conditions, earthquakes, natural disasters, interruption in internet service or any other cause which is beyond the reasonable control of such Party.

17. Attorneys' Fees

Jumbleberry shall be entitled to an award of its reasonable costs and expenses, including attorneys' fees, in any action or proceeding arising out of this Agreement.

18. Miscellaneous

Jumbleberry may assign this Agreement to a subsidiary, affiliate or business successor. You may not assign this Agreement without the prior written consent of Jumbleberry. This Agreement contains the sole and entire agreement and understanding between the Parties relating to the subject matter herein, and merges all prior discussions, whether through officers, directors, salespersons, employees or consultants. This Agreement is non-exclusive to Jumbleberry, and we shall have the right to enter into similar agreements with other third parties. Each Party is an independent contractor and not a partner, joint venture or employee of the other. All notices shall be sent to You to the addresses submitted by You on your application to participate in the Network by certified mail, overnight service (e.g., Federal Express), fax, email or courier. Jumbleberry reserves the right to change any conditions of this contract at any time, with or without notice. Your continued use of the Network after any change has been posted on the Admin Site constitutes your agreement to such change.



Exhibit A

Affiliate Responsibilities

The following responsibilities apply to all affiliates (“Affiliates”) participating in Jumbleberry Interactive Group Ltd. (“Jumbleberry” or “we”) online advertising network (“Network”) as well as any sub-affiliates (“Sub-Affiliates”) that have entered into a contractual or other arrangement with an Affiliate to distribute advertiser (“Advertiser”) advertising through the Network. References below to “You” or “Affiliate” refers to any Affiliate or Sub-Affiliate described in this paragraph.

A. Upon request by Jumbleberry, You are required to provide the following identifying information about You that You represent to be true and correct: first and last name, physical address, country, telephone number, email address, and complete bank account information for payment of any Commission.

B. You are solely responsible for all aspects of any websites, banner ads, other online ads, email, messaging, social media, search engine optimization, and any other media property or tools (“Media”) used by You to display or distribute advertising, including but not limited to the development, operation, and maintenance of Your Media and all content that appears on or within Your Media. You must conduct all marketing and other activities related to your participation in the Network in full compliance with all then-current applicable laws, regulations, and guidelines, including but not limited to the Federal Trade Commission Act (“FTC Act”), the CAN-SPAM Act, Federal Trade Commission (“FTC”) regulations and guidelines implementing the FTC Act and the CAN-SPAM Act, and FTC Guides Concerning the Use of Endorsements. If the Affiliate is domiciled in Canada, in addition to the foregoing (where applicable), the Advertiser’s sole responsibility and liability shall also include but not be limited to fully complying with Canada’s Anti-Spam Legislation (“CASL”), Personal Information Protection and Electronic Documents Act (“PIPEDA”), regulations and guidelines implementing CASL and PIPEDA, and other federal and provincial laws, regulations, and guidelines.

C. Upon Request by Jumbleberry, You shall furnish to Jumbleberry (a) copies of Media to be or already used by, including text, graphics, video, audio, and photographs; (b) each location You maintain, or directly or indirectly control, where the Media will appear, including the URL of any website; (c) for hyperlinks contained within the Media, each location to which a consumer will be transferred by clicking on the hyperlink, including the URL of any website; and (d) records of the dates when the Media are publicly used or disseminated to consumers.

D. Without limiting the foregoing, Your Media must meet the following requirements:

- (i) Not include content that is deceptive, misleading, false, untruthful, unsubstantiated, or otherwise fails to comply with applicable federal, provincial and state consumer protection laws, regulations, and guidelines (without limitation, this includes fake “before and after” photos, fake celebrity endorsements, and false claims of a “free” trial).
- (ii) Not include any express or implied claims about the efficacy of, or generally expected results of using, any product, service or program unless You possess competent and reliable scientific evidence to substantiate the claim, which shall mean tests, analyses, research, or studies, conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.
- (iii) Where the Media includes a message that consumers are likely to believe reflects the unbiased opinions, beliefs, findings, or experiences of You or any other person or party (“Endorser”) other than the Advertiser, (including but not limited to consumer testimonials or celebrity or expert endorsements, blogs, and other statements), the message: (a) must reflect the honest opinions, findings, beliefs and/or experience of the Endorser, and may not convey an express or implied representation that would be deceptive if made directly by the Advertiser; (b) may not be presented out of context or



reworded so as to distort in a material way the Endorser's opinion or experience with the Advertiser's product, service, or brand. (c) if the message represents that the Endorser uses the Advertiser's product, service, or brand, the Endorser must have been a bona fide user of it at the time the message was distributed and the message may remain posted only as long as You have good reason to believe the Endorser continues to subscribe to the views presented; may not claim that the experience is representative of what consumers will generally achieve; (d) must include in the Advertisement a disclosure that the Endorser has received consideration for his/her message, or otherwise disclose the material connection between the Endorser and the Affiliate or Advertiser, as appropriate.

- (iv) Not infringe on the personal rights, trademark, service mark, trade dress, trade name, logo, publicity right, copyright, patent rights, or any other intellectual property right of any third party;
- (vi) Not constitute any advertising via facsimile or telemarketing (including without limitation by use or pre-recorded or artificial voice messages);
- (vii) Not constitute any advertising to wireless devices or portable electronic devices by text messaging in any form (including without limitation SMS, Smart Messaging, EMS, and MMS);
- (viii) Not use any methods to generate impressions, clicks, or transactions that are not initiated by the affirmative action of a consumer;
- (ix) Not serve advertising, or drive traffic to advertising or Media, using spyware, adware, parasiteware, or any downloadable application;
- (x) Not constitute deceptive software download or computer setting practices, including but not limited to, installing software without the user's knowledge, changing a user's home page without securing the user's permission, or offering downloadable software that does not include an uninstaller or that cannot be uninstalled by add/remove programs;
- (xi) Be content-based, not simply a list of links or advertisements, nor can the site be marketed towards earning money from Jumbleberry's Advertisers.
- (xii) Have a top-level domain name.
- (xiii) Not offer incentives to users to click on ads or to sign-up for advertiser offers, including; incentives include but are not limited to awarding them cash, points, prizes, contest entries, etc.
- (xiv) Not promise gifts or anything else of value as a reward or incentive for participating in an online quiz or survey;
- (xv) Be fully functional at all levels; no 'under construction' sites or sections.
- (xvi) Not include racial, ethnic, political, hate-mongering or otherwise objectionable content.
- (xvii) Not include investment advice, money-making opportunities or other advice not permitted under law.
- (xviii) Not include gratuitous violence or profanity, and not include material that defames, abuses, or threatens physical harm to others.
- (xix) Not include or promote any illegal activity including, without limitation, the promotion of illegal substances or activities such as illegal online gambling, how to build a bomb or commit any other criminal act, counterfeiting money, etc.
- (xx) Not constitute Software Pirating (e.g., Warez, Hotline), Hacking or Phreaking.
- (xxi) Not spoof, redirect, or traffic from adult-related websites in an effort to gain traffic.

E. Consistent with the CAN-SPAM Act and analogous federal, state and/or provincial laws, regulations and rules, Affiliate must ensure that all email transmitted by Affiliate to promote an Advertiser's product, service, or brand must include identification



of the message as an advertisement or solicitation, a physical postal address for the “sender” of the message (as that term is defined in the CAN-SPAM Act, 15 U.S.C. § 7701 et seq.), and a functioning electronic mechanism by which the recipient of the message can request not to receive future commercial messages from the “sender.” Without limiting any of the foregoing responsibilities and requirements, Affiliate shall:

- (i) not falsify any email “Header” information, as that term is defined in the CAN-SPAM Act.
- (ii) not seek or obtain unauthorized access to computers for the purposes of sending out commercial email; including without limitation use of an unauthorized open relay to facilitate distribution of emails.
- (iii) not alter any “subject” line provided in the Program Terms (as defined below), or otherwise use any “subject” line that is false or misleading. All subject lines not specified in the Program Terms must be pre-approved for use by Jumbleberry in writing.
- (iv) ensure that the “from” line used in transmitting message is not materially false or misleading. As provided in the CAN-SPAM Act, a “from” line will not be deemed materially false or misleading if it accurately identifies a person who “initiated” the message (as the term “initiate” is defined in the CAN-SPAM Act).
- (v) ensure that each unsubscribe or opt-out link is active for 30 days from date the Affiliate sends the email.
- (vi) update all mailing lists using current Advertiser suppression lists (as made available by Jumbleberry or the Advertiser) not more than five (5) calendar days prior to each mailing, or as otherwise required by law; and
- (vii) not send any unsolicited commercial email or other unsolicited online communication.

If the Affiliate is domiciled in Canada or emails are transmitted to persons domiciled in Canada, the Affiliate must ensure that it has received consent to send any “commercial electronic messages” pursuant to CASL or any of its rules and regulations.

D. Lists of email addresses used by Affiliate to transmit Programs shall be:

- (i) Collected and maintained in compliance with all federal, state and provincial laws, regulations and rules;
- (ii) Collected from websites and other online venues only in compliance with the applicable websites’ and or other online venues’ privacy policies, provided that such privacy policies specifically allow for Affiliate to use such email addresses as contemplated hereunder; and
- (iii) Obtained and collected without employing email address harvesting, dictionary attacks and/or any other deceptive or illegal act and/or practice.

F. Affiliate agrees that prior to emailing any campaign available in the Network, it will download the most recent suppression file(s) for any particular campaign as made available by Jumbleberry through the Program Terms or otherwise, and, for that campaign, will suppress all email addresses within its database that are found on such list. In addition, for any campaigns that include a domain suppression list, Affiliate agrees that prior to emailing the campaign it will download the most recent domain suppression list for any particular campaign and, for that campaign, will suppress all domains within its database found on such list.

G. Affiliate further agrees that it will download and remove from its email distribution lists the domains located on the FCC’s wireless domain names list (<http://www.fcc.gov/cgb/policy/DomainNameDownload.html>) from all current data used in all mailings. Affiliate further warrants that any new data that it acquires, regardless of its source, will be run against the FCC’s wireless domain names list and that domain names contained therein will be removed before sending any mailings. Jumbleberry retains the right to “seed” suppression lists to ensure Affiliate’s compliance with this section.



H. You shall not attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Network tags, source codes, links, pixels, modules or other data provided by or obtained from Jumbleberry that allows Jumbleberry to measure ad performance and provide its service (“Network Data”). If instructed to do so by Jumbleberry and/or if this Agreement terminates, You will immediately remove and discontinue the use of any Network Data. You acknowledge that Jumbleberry does not represent, warrant, or make any specific or implied promises as to the successful outcome of any Programs. You agree to display the creative exactly as it appears on the Program and will not alter any creative that has been submitted to the Network. If any errors or undesirable results occur from Your use of the Network, Jumbleberry shall not be responsible for losses and You may not be compensated.

I. Affiliate agrees that it shall not use or disseminate Media that Jumbleberry has rejected or informed the Affiliate cannot be used or disseminated. Affiliate agrees that it shall comply with all terms applicable to distribution of a specific Advertiser program (“Program Terms”) as made available by Jumbleberry through the Network.