

# Optimise Affiliate

## Terms & Conditions

### 1. Overview

These are the complete list of Terms and Conditions for the Affiliate Program. The purpose of enrolling in the Affiliate Program is to allow you to make affiliate commissions for the sales of our subscriptions originating from your promotional activities in the manner set forth herein.

### 2. Affiliate Obligations and Rules

2.1 To enroll in our Affiliate Program, you must:

- I. be at the age of majority in your jurisdiction or the age of 18 whichever is greater;
- II. have the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth herein;
- III. complete and submit the online application through the Affiliate Dashboard;
- IV. be enrolled or accepted by Optimise into the Affiliate Program.

2.2 Optimise may choose at their discretion to auto-approve your application. This does not imply that we will not re-evaluate your application at a later time. We reserve the right to reject your application at any point in time, at our sole discretion. This is especially true if the Affiliate's website or promotional materials breach any of the points set out in 2.4.

2.3 In the event that Affiliate materially breaches this Agreement and Optimise terminates this Agreement any accrued and payable Commissions owing to Affiliate shall be forfeited, and Optimise shall not be obligated to pay such Commissions to Affiliate.

2.4 Affiliate agrees that Affiliate's website, service or correspondence does not contain any materials that in Optimise' sole discretion are considered to:

2.4.1 Promote adult content, including nudity, sexual terms and/or images of people in positions or activities that are excessively suggestive or sexual, or provocative images in violation of legislation in your local jurisdiction;

2.4.2 Includes violent, obscene, defamatory, libelous, slanderous and/or unlawful content;

2.4.3 Promote hate speech, whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of such individual or group;

2.4.4 Incorporate any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

2.4.5 Includes "Optimise" or variations or misspellings thereof in its domain name and as keywords in PPC campaigns

2.4.6 Promote politically religious agendas and/or any known associations with hate, criminal and/or terrorist activities;

2.4.7 Promote gambling, including without limitation, any online casino, sports books, bingo, or poker;

2.4.8 Contain software downloads that potentially enable diversions of commission from other affiliates in our program;

2.4.9 Offer rebates, coupons, or other form of promised kickbacks from your Commission as an incentive. Adding bonuses or bundling other products with Optimise, however, is acceptable, if prior permission is received from the Affiliate Program Manager.

2.4.10 Generate pop-ups, pop-unders, iframes, frames, or any other seen or unseen actions that set affiliate cookies unless the user has expressed a clear and explicit interest in activating a specific savings by clicking on a clearly marked link, button or image for that particular coupon or deal. Affiliate Program links must direct users to the Optimise Website

2.4.11 User must be able to see coupon/deal/savings information and details before an affiliate cookie is set (i.e. "click here to see coupons and open a window to the Optimise website" is NOT allowed).

2.4.12 Affiliate sites may not have "Click for (or to see) Deal/Coupon" or any variation, when there are no coupons or deals available, and the click opens the Optimise Website or sets a cookie. Affiliates with such text will be removed from the program immediately.

2.4.13 Affiliates may not bid on or use phrases, such as Optimise Coupon(s), Optimise Discount(s) or other phrases implying coupons are available. Any misspellings of our brand name in combination with coupon/deal/savings or any synonyms or similar alterations of these words are also strictly prohibited.

2.4.14 Affiliates may not use misleading text on affiliate links, buttons or images to advertise anything besides currently authorized deals to the specific affiliate. The commercial purpose of the Affiliate's marketing efforts must be clearly identifiable. The Affiliate shall not disguise its affiliate marketing efforts as consumer recommendations or as similar non-commercial messages.

2.5 As a member of the Affiliate Program, you will be granted access to the Affiliate Dashboard. Here you will have an option to review the details of our Affiliate Program including our promotional materials, such as affiliate links to web pages within the Optimise Website and banner creatives. You will be free to browse and get tracking codes for our deals if and when they are available. In order for us to accurately keep track of all guest visits from your site to the Optimise Website, you must use the affiliate link that we provide for each banner, text link, HTML code or any other promotional material listed.

2.6 Optimise reserves the right, at any time, to review your link placement and either approve or disapprove the use of your affiliate links and require that you change the placement of links or ask you to comply with these guidelines.

2.7. The Affiliate is solely responsible for the maintenance and information updates on your site. For example if Optimise' pricing policy changes, it will be up to the Affiliate to update this information. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.

2.8. It is your sole responsibility to follow all applicable laws, regulations, government decrees, authorities' decisions and the like relating to:

2.8.1 protection of intellectual property;

2.8.2 marketing of goods and services;

2.8.3 unfair business practices; and

2.8.4 any other similar field of regulation

2.8.5 that pertain to your website or any promotional materials on your website. If you violate any such rules of law or any third party presents any allegations or claims that pertain to information you place on your website and promotional materials you use, you will indemnify and hold Optimise harmless for any and all costs arising out of any such violations, allegations or claims.

2.9 As an affiliate, you can only create and use one (1) account. You can list multiple domains within one account, but only one account is allowed.

2.10 Self-referrals for affiliate purchases are strictly prohibited. This means that you cannot refer yourself, your immediate family or the company you work for by using your affiliate link. You will not

### **3. Modification**

We may modify, add or remove any of these Terms and Conditions at any point in time. In such event, you will need to comply with a revised version of these Terms and Conditions when prompted to do so in the Affiliate Dashboard. If any modification is unacceptable to you, your only option is to end your association with the Affiliate Program by closing your account.

Continued participation in the Affiliate Program will indicate your agreement to the changes and your adherence to any modified Terms and Conditions.