yohn.io Affiliate Terms & Conditions

DEFINITIONS

As used in these terms and conditions: (i) "We", "us", or "our" refers to Yohn and our website; (ii) "you" or "your" refers to the Affiliate; (iii) "our website" refers to the Yohn properties located at www.yohn.io; (iv) "your website" refers to any websites that you will link to our website; (v) "Program" refers to the <u>yohn.io</u> Custom URL Shortener Affiliate Program.

ENROLLMENT

After receiving your application, we will review your website and notify you of your acceptance or rejection into our Program. We reserve the right to reject any application, however we encourage you to contact us if you feel we have made an incorrect decision. Including all of your websites and other resources you use to generate traffic in your profile will help us make a better decision.

WEBSITE RESTRICTIONS

Your participating website(s) and other resources may not:

- 1. Infringe on our or any anyone else's intellectual property, publicity, privacy or other rights.
- 2. Violate any law, rule or regulation.
- 3. Contain any content that is threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography or sexually explicit materials.
- 4. Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information.
- 5. Contain software or use technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate commissions from another website. This includes toolbars, browser plug-ins, extensions and add-ons.

LINKING TO OUR WEBSITE

Upon acceptance into the Program, links will be made available to you through the affiliate interface. Your acceptance in our program means you agree to and abide by the following.

- 1. You will only use linking code obtained from the affiliate interface without manipulation.
- 2. All websites and other resources that use your affiliate link must be listed in your affiliate profile.
- 3. Your Website will not in any way copy, resemble, or mirror the look and feel of our Website. You will also not use any means to create the impression that your Website is our Website or any part of our Website including, without limitation, framing of our Website in any manner.
- 4. You may not engage in cookie stuffing or include pop-ups, false or misleading links on your website. In addition, wherever possible, you will not attempt to mask the referring URL information (i.e. the page from where the click is originating).
- 5. Using redirects to bounce a click off of a domain from which the click did not originate in order to give the appearance that it came from that domain is prohibited.

PPC GUIDELINES

If you are enrolled in our Program and participate in PPC advertising, you must adhere to our PPC guidelines as follows:

1. You may not bid on any of our trademarked terms (yohn, yohn.io, yo.hn), including any variations or misspellings thereof for search campaigns on Google, Bing, Yahoo or any other network.

- 2. You may not use our trademarked terms, including any variations or misspellings thereof in sequence with any other keyword (i.e. yohn URL shortener) or search campaigns on Google, Bing, Yahoo or any other network.
- 3. You may not use our trademarked terms in your display name or as the display URL.

We strongly suggest you add our trademarked terms as negative keywords. We have a strict no tolerance policy regarding PPC trademark bidding. You will forfeit all commissions for a minimum of the past 30 days and your commission will be set to 0% without warning if you engage in PPC trademark bidding that uses our trademarked terms.

COUPON GUIDELINES

If you are enrolled in our Program and your Website promotes coupon codes, you must adhere to our Coupon Guidelines as follows:

- 1. You may ONLY advertise coupon codes that are provided to you through the affiliate program.
- 2. Posting any information about how to work around the requirements of a coupon/promotion (ie first time customers only) will result in removal from the program.
- 3. Coupons must be displayed in their entirety with the full offer, valid expiration date and code.
- 4. You may NOT advertise coupon codes obtained from any non-affiliate marketing channel, including coupon codes from our email, paid search or any other non-affiliate advertising campaigns.

SUB-AFFILIATE NETWORKS

Promoting Yohn through a sub-affiliate network is permitted, however you must be completely transparent with regards to where traffic from your sub-affiliates originated. Sub-affiliate networks must ensure that all sub-affiliates promoting the Yohn program adhere to our program terms and conditions. This includes restrictions on advertising through toolbars, browser extensions, and through any paid placements such as a pay-per-click campaigns. Failure to comply with our sub-affiliate network terms may result in a loss and/or reduction of commission from sales made through any sub-affiliate that does not comply with our program terms.

DOMAIN NAMES

Use of any of our trademarked terms as part of the domain or sub-domain for your website is strictly prohibited i.e. yohn.website.com or www.yohn-coupon.com.

CONFIDENTIALITY

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

EMAIL ADVERTISING

If you intend to promote our Program via e-mail campaigns, you must adhere to the following:

- 1. Abide by the CAN-SPAM Act of 2003 (Public Law No. 108-187) with respect to our Program.
- 2. E-mail must be sent on your behalf and must not imply that the e-mail is being sent on behalf of Yohn.

SOCIAL MEDIA

Promotion on Facebook, Twitter, and other social media platforms is permitted following these general guidelines:

- 1. You ARE allowed to promote offers to your own lists; more specifically, you're welcome to use your affiliate links on your own Facebook, Twitter, etc. pages. For example: You may post, "25% off sale at Yohn.io through Wednesday with code YOHN25."
- 2. You ARE PROHIBITED from posting your affiliate links on Yohn's Facebook, Twitter, Pinterest, etc. company pages in an attempt to turn those links into affiliate sales.
- 3. You ARE PROHIBITED from running Facebook ads with Yohn trademarked company name.
- 4. You ARE PROHIBITED from creating a social media account that includes Yohn trademark in the page name and/or username.

COMPLIANCE WITH LOCAL LAWS

You must follow the laws of the countries where you are conducting business or taking orders from persons. For example, you will comply with the General Data Protection Regulation (GDPR) if you are conducting business in or taking orders from persons in one or more of the European Union countries.

REVERSAL & COMMUNICATION POLICY

We reserve the right to reverse orders due to order cancellations, duplicate tracking, returns, disputed charges, and program violations as outlined in these terms and conditions. Additionally, if we ask you for clarification or more information on any orders or clicks that we suspect may be in violation of our terms and conditions, we expect that you will respond in a timely and honest manner. Below are violations of our communications policy.

- 1. You are not forthcoming, intentionally vague or are found to be lying.
- 2. You are not responsive within a reasonable time period and after multiple attempts to contact with information listed in your network profile.
- 3. You cannot substantiate or validate the source of your traffic to our program with clear and demonstrable proof. If any of the above apply, then we reserve the absolute right to reverse orders, set your commission to 0% or suspend you from the program for the period or orders in question. We know that many violations are a result of automated processes; however, it is incumbent upon each affiliate to ensure that it has the appropriate checks and balances in place to pro-actively address these issues and adhere to our program rules.

FTC DISCLOSURE REQUIREMENTS

You must include a disclosure statement within any and all pages, blog/posts, or social media posts where affiliate links for our affiliate program are posted as an endorsement or review, and where it is not clear that the link is a paid advertisement. This disclosure statement should be clear and concise, stating that we are compensating you for your review or endorsement. If you received the product for free from us or from the affiliate management team for review, this also must be clearly stated in your disclosure.

- 1. Disclosures must be made at the beginning of the claims and may not appear solely in a "Terms of Use", "Legal", "About Us" or other linked page.
- 2. Disclosures should be placed above the fold; scrolling should not be necessary to find the disclosure. (e.g. disclosure should be visible before the jump).
- 3. Pop-up, hover state and button disclosures are prohibited.
- 4. Disclosure policy applies to all social media, even when space is restricted (e.g., tweets)
- 5. Disclosures should be made in the same medium as the claim (e.g. video, text)

For more information about FTC disclosure requirements, please review the FTC's "Dot Com Disclosures" Guidelines at http://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf (example 21) and the FTC's Endorsement Guidelines at http://business.ftc.gov/advertising-and-marketing/endorsements.

If you engage in so called "native advertising", you further agree to comply with the FTC's Enforcement Policy Statement on Deceptively Formatted Advertisements at https://www.ftc.gov/system/files/documents/public_statements/896923/151222deceptiveenforcement.pdf and the related guidelines.