

Last Updated on July 18, 2022

Affiliate Network Policies and Guidelines

These Network Policies and Guidelines, made effective as of July 18, 2022, are incorporated into and made a part of your Publisher Membership Agreement. All capitalized and other defined terms used herein without definition will have the meaning given to them in the Publisher Membership Agreement. As used herein, the terms “Supplier”, “we”, and “us” refer to Rakuten Marketing LLC dba Rakuten Advertising, on behalf of itself and its Corporate Affiliates and “you” and “your” refer, of course, to you. **You may download our full global membership agreement in PDF form here:** <https://go.rakutenadvertising.com/hubfs/Publisher-Membership-Agreement-English.pdf>

FTC ENDORSEMENT COMPLIANCE

It is the intent of Supplier to treat our customers fairly and to comply fully with all Federal Trade Commission’s regulations related to advertising. As such, we require that our Publishers comply with these regulations, including, but is not limited to, Federal Trade Commission 16 CFR Part 255: Guides Concerning the Use of Endorsements and Testimonials in Advertising (“FTC Endorsement Guides”), which require, among other criteria, that material connections between advertisers and endorsers be disclosed. This means that directories, review/rating sites, blogs and other websites, email or collateral that purport to provide an endorsement or assessment of an advertiser must prominently disclose the fact financial or in-kind compensation is provided from the advertiser.

In order to participate in any Publisher Program offered through the Supplier affiliate network, you hereby agree that (i) you will at all times adhere to FTC Endorsement Guides; (ii) Your participating website(s) and communications in connection therewith will reflect your honest views, opinions and experiences; and (iii) You will disclose your affiliate relationship with the applicable Network Advertiser when discussing such Network Advertiser or its products (collectively, “Products”), directly or indirectly. You further agree that all such disclosures will comply with the following four (4) Standards:

1) Frequent

Placing one disclosure on your home page or a link to one in your footer is not enough. Disclosures must be on every page of your site that has a review, recommendation, comment or article appears that promotes a product for which you receive any form of compensation.

2) Clear

The disclosure must make it clear right away to the reader that you are compensated for your review. You may include other information in your disclosure, such as whether you personally tested the product or that your review is honest, but you must disclose compensation first (**at the beginning**) and clearly. It should not be hidden in legalese.

3) Conspicuous

The disclosure must be conspicuous and easy to see on your site (in other words, it should stand out). It has to stand out from other text on the page so that it is immediately evident to all visitors. The disclosure text must be as large or larger than the main text. The disclosure text must be colored (not black or gray) and contrast with both with its background and the main text. It must not be lighter than its background or the main text. It must begin with the word “Disclosure:”

4) Requiring No Action

Your disclosure must be immediately visible to anyone who visits your reviews or endorsements. The visitor should not be required to take any action to view it. Such actions include: Scrolling (Your disclosure must appear “above the fold,” meaning the visitor does not have to scroll down to see it) or clicking (Visitors should not have to click a link to view your disclosure).

You are advised to seek and obtain your own legal advice on how these rules apply to your website or other promotional activities for which you receive compensation.

Supplier, or the applicable Network Advertiser, reserves the right to withhold commission fees or may suspend or terminate your participation in any Publisher Program on the Supplier affiliate network should we determine, at our discretion, that you are not in compliance with the previously mentioned guide or other FTC regulations/guides we deem relevant.

USING ELECTRONIC MESSAGES

Email can be a valuable marketing tool, allowing you to reach a large audience at relatively little expense, but can also be easily abused and become a nuisance to both recipients and marketers alike. Therefore, it is imperative that if you use email to promote the products and services of Network Advertisers in the Supplier affiliate network, that you, at very minimum, comply with any laws or rules applicable to your use of email and that you make sure to conduct your activities in accordance with the highest industry standards for email marketers. Please note that for our purposes, email isn't confined to the messages a person receives in their "In- box," but also includes instant messaging, text messaging, picture (or video) messaging, mobile service messages, telephone or automated calling systems or other types of electronic messages used by you in connection with your participation in any Supplier affiliate network.

If you use email in the Supplier affiliate network and depending on where your email recipients are located, then you will be subject to the following:

- You must comply with all applicable federal, state, provincial and foreign laws, ordinances, rules, regulations, orders, judgments and decrees, including but not limited to, the, Data Protection Act of 1998, The Privacy and Communications (EC Directive) of 2003 (including the New EU Cookie Law) and the Data Protection and Freedom of Information Advices, Direct Marketing Association Code Of Practice and the British Code of Advertising, Sales Promotion and Direct Marketing (i.e. Cap Code), Civil Marco de Brazil, Mobile Marketing Association and any successor legislation or amendments.
- You shall not engage in sending email messages that relate to Prohibited Activities. You shall not send messages to recipients that you know to be minors.
- You are responsible for knowing the source of all addresses contained in email lists used by you, and you are further prohibited from sending emails to addresses acquired by means of an automated generator, script or any other automated means.
- You shall only send emails to recipients who have given affirmative consent by expressly agreeing to receive such messages. In cases where recipients did not originally give consent directly to you, you must obtain the following information from the data owner before sending emails to the recipient: at the point of their email address being supplied, recipients must have been given notice that their email addresses could be transferred to another party such as you for the purpose of initiating commercial email messages and their preferences in respect of future email marketing directed to them; time and date stamp of the recipient consent; any "unsubscribe" records from the recipient and suppression policies of the data owner; if the recipient is a part of an email list, any information on how and When such list was built and any data protection policies and privacy policies of the Data Owner in effect at the time period governing the recipient's consent. In such cases where you use addresses that you did not personally collect and acquire, you must have authorization from the data owner that collected the addresses.
- You must have full Consent Verification (as that term is defined below) data for all email addresses used by you.
- You shall not sell the email addresses of people who have elected to unsubscribe.
- You shall include your identity and a valid physical postal address for yourself and/or the applicable Network Advertiser, as required by applicable laws, ordinances, rules, regulations, orders, judgments and decrees, to appear in each email. If your company is a corporation, you must also include Your company registration number, place of registration, and registered office address.
- Each email must identify itself as an advertisement or solicitation by "clear and conspicuous" means and must contain a clearly and conspicuously displayed unsubscribe link. In the event that the Network Advertiser, Supplier or a designated third party provides an unsubscribe link, that link

alone shall be used. The unsubscribe link must remain active for at least thirty (30) days after email delivery. The unsubscribe link may create a menu so that the recipient can choose from a variety of opt-out options (free of charge except for the cost of transmission), but must include the option to unsubscribe from any and all further messages from you and from the Network Advertiser being promoted in the email. You must process all unsubscribe requests within five (5) business days of receipt of same, you shall promptly suppress the individual's email contact details rather than delete the details to ensure that the individual's opt-out/unsubscribe request is recorded, retained and respected until such time as that individual opts back-in/re-subscribes, which overrides their previous opt-out request. Once a recipient has unsubscribed, you shall not help another entity send messages to that address or have another entity send messages to that address on your behalf.

- You may not use a Network Advertiser's or Supplier's name (including any abbreviation thereof) in the originating email address line or subject line of any email transmission without the express written consent of such Network Advertiser (which will be deemed to have been given if a Network Advertiser provides an address line or subject line that includes such Network Advertiser's name).
- No emails transmitted by you here under may include falsified header, source, destination or routing information. Such information shall be considered falsified if it is altered or concealed in a way that would impair a person's ability to identify, locate or respond to the person who initiated the message. You shall not use false email registrations, false IP addresses or any other false identifying information in connection with email transmissions or retransmissions of emails for the purpose of concealing the email's origin. You are further prohibited from relaying or retransmitting emails from a computer or computer network that was accessed without authorization.
- Subject lines may not contain any false or misleading information such that it could mislead a reasonable recipient as to the content or subject matter of the underlying email message. To the extent specified by the Network Advertiser or Supplier, you may only use approved Subject Lines made available for use in connection with the applicable Campaign or other Subject Lines for which you have received written approval from such Network Advertiser or Marketing.
- In the event that Supplier or a Network Advertiser receives a complaint from any recipient of an email Advertisement transmitted by you, upon Supplier's and/or Network Advertiser's request, as applicable, you will immediately provide Supplier with appropriate records verifying such recipient's consent to receive email transmissions from you. Such records shall include, but may not necessarily be limited to, the URL of the underlying web site where the recipient consented to receive email transmissions from you (or from third parties), the date and time stamp of such recipient's consent, the IP address of the computer used by the recipient at the time consent was provided and the privacy policy of such underlying web site (collectively, "Consent Verification"). If you fail to provide satisfactory source information, Supplier has the right to suspend payment, terminate you from the Supplier affiliate network or pursue any other remedy available under the Agreement, at law or in equity.
- Network Advertisers and/or Supplier may make available, at a designated suppression list access site (an "Access Site"), a suppression list (and associated login information), updated on a regular basis, generated from email campaigns transmitted by and/or through such Network Advertiser or Supplier for your use in connection with applicable campaigns. In such event, and depending on the specific Network Advertiser, you may either be asked to upload your own list of suppressed email addresses to the Access Site via encrypted technology, or to download an available suppression list to be used to scrub against your existing email address list. If the Access Site is provided, and no such suppressed email addresses are supplied by you, then Supplier and any applicable Network Advertisers may conclude that no such addresses exist. The suppression list and login provided are deemed to be Confidential Information of the party that provided the suppression list. Suppression lists may not be used by you for any purpose other than to comply with applicable laws, ordinances, rules, regulations, orders, judgments, codes and decrees regulating email transmissions. You agree to process any unsubscribe requests as soon as possible and not more than five (5) days after being posted at the Access site.
- You agree that, not more than forty-eight (48) hours before sending out any electronic communication associated with any Network Advertiser or with any Supplier – tracked engagement, you will compare your email list against the suppression list made available to you

pursuant to the process set forth in the immediately preceding bullet point. You further agree that you will not send any electronic communication associated with any Network Advertiser or with any Supplier-tracked engagement to any suppressed email address.

- You acknowledge and agree that Supplier does not maintain email suppression lists for each of the Network Advertisers, that Supplier is not responsible for any failure by a Network Advertiser to make available or to maintain any email suppression list for any Network Advertiser, and that as between you and Supplier, you are solely responsible for any violation of any and all applicable federal, state, provincial and foreign laws, ordinances, rules, regulations, orders, judgments and decrees arising through your use of electronic communications to promote any Engagements.
- You hereby warrant that you have the right to use any material contained in your messages, including, but not limited to trademarks, service marks, copyrighted information and any other intellectual property.

USING ADWARE, PLUG-INS, POP-UP ENGINES AND OTHER DOWNLOAD TECHNOLOGY

Updated: August 2018

Software Publishers must recognize and Stand-down on publisher-driven traffic immediately prior to the software dropping a cookie. "Stand-down" means the software may not activate and redirect the end user to the advertiser site with their Supplier Affiliate link for the duration of the browser session. Specifically, all software must recognize Supplier domains and the linksynergy tracking links. When a Supplier domain or the linksynergy code is detected, the software may not operate or redirect the consumer to the advertiser site using the Software Publisher tracking ID (also known as Supplier Affiliate ID or Encrypted ID). We do not allow any DSA software that interferes with or deters from any Publisher or Advertiser website.

Downloadable Software Applications

Guidelines and Policies

Supplier recognizes that downloadable software applications ("DSA"), such as adware, plug-ins, pop-up engines, toolbars, and other downloadable technology can be a powerful way to drive sales for advertisers and commissions for publishers. Once installed on an end user's computer, DSA's use information that is input or received by the end user's web browser or other similar technology to trigger the display of an advertisement, coupon reminder, or some other action. Make no mistake about it, DSA's also have a real potential for abuse.

DSA's can force an end user to endure promotions or messages that he or she did not consent to viewing, collect personally identifiable information about the end user without his or her knowledge or consent, or interfere with other web browser functions. We prohibit these kinds of practices and reserve the right to immediately suspend or terminate your participation in any Supplier affiliate network if we find you are engaged in any such activity.

To ensure the quality of the Supplier affiliate network ("Network"), publishers must adhere to the Publisher Membership Agreement and the Network Policies and Guidelines, which may be amended from time to time, when developing, deploying and promoting DSAs to consumers.

In addition, advertisers may also require their own unique policies and guidelines with respect to the use of DSA's. Therefore, publishers need to be aware of each advertiser's unique DSA policy which is typically outlined in the applicable terms and conditions of the advertiser's Affiliate Marketing program or outlined in the Advertiser Profile, and in some cases, advertisers may require you to obtain written permission in connection with the use of DSAs. These DSA guidelines and policies apply to all publishers in the Supplier affiliate network.

If you run any type of network within the Supplier affiliate network whereby you have publishers of your own which you distribute any Supplier links to, you will share site lists and provide visibility to

Supplier and/or our advertiser partners as to who is in your network within ten business days from the day of request.

Obtaining Approval for Your DSA

- Please be aware that publishers must receive approval from Supplier and must submit the DSA for compliance testing prior to launching the DSA with Network links. Failure to obtain approval may result in your suspension or termination of your participation of the Network.
- Publishers must notify Supplier of any new or updated DSA including detailed descriptions of any new or updated functionality before using such new or updated DSA in the Network, which may be subject to additional Compliance Testing.
- For instructions on how to request approval, please follow the detailed steps located in the Publisher Help Center found in the article “Downloadable Software Applications (DSAs): An Overview” at <https://rakutenlinkshare.zendesk.com/hc/en-us/articles/200965808>.
- **Publishers must specifically request and obtain permission from the advertisers to allow SERP injection/overlay, direct type-in, natural and PPC search to be automatically redirected through their Supplier Affiliate tracking link. You must provide information on these agreements to Supplier as part of the approval process by providing us access to your cloud storage (i.e. Google Drive, Box, DropBox etc).**

Compliance Testing

In order to make sure that your DSA is and remains in compliance with Supplier’s policies and guidelines, we require that any publisher interested in using DSA’s in connection with their participation in any Network submit to compliance testing as outlined below:

- Prior to commercial release of any such DSA or any revisions to any such technology, you will notify us in writing that such DSA may be made available, and will give us a reasonable opportunity to test such technology.
- In the event we receive any complaints, claims, inquiries or allegations that indicate or suggest that your DSA violates Supplier’s policies and guidelines, then we may ask you to provide us with a specific copy of any such DSA for testing, and if we ask for it, you must promptly provide it.
- Upon completing any testing of your DSA, we will notify you whether your DSA is authorized for use in the Network. If your DSA is not approved, then we will notify you of any deficiencies and you will be required to make any modifications necessary to bring your technology up to our standards prior to commercially releasing or using that technology. You will not be authorized to use the DSA in the Network until you make the required modifications to meet our standards. If, the DSA has already been approved and authorized for use in the Network and you make changes to the DSA that are in violation of our policies, you will be required to make any modifications necessary to bring it up to our standards immediately after we have requested that you make those modifications. In the event that Supplier changes its policies after your DSA has been approved for use in the Network, then you will be required to make any requested modifications to the DSA within sixty (60) days of our notice.

General Development and Approval Guidance

- The DSA should be free of bugs, viruses, malware and behave consistently. We do not test BETA DSA’s.
- The DSA should have clearly defined version numbers.
- The DSA should be configured so that they can be updated from older versions remotely.

- Supplier recommends publishers use a separate marketing channel and obtain individual approval from each advertiser for the DSA.

Development & Functional Requirements

The following guidelines should be discussed with your developer before you invest the time and resources required to create and build the DSA.

- DSA's should be constructed with an opt-in/opt-out option for consumers.
- These terms and tracking links should be the parameters used by the DSA to recognize other publishers' tracking links even if the links are cloaked or hidden from the end user.
- The toolbar must recognize other affiliate publisher activity within the consumer clickstream and/or on the landing page and must stand-down and not automatically overwrite the parameter.
 - The keyword to look for within the consumer clickstream to identify referred Publisher traffic is "linksynergy".
 - Landing pages associated to referred Publisher traffic may include (but not limited to) the following query string parameters:
 - ranEAID
 - ranSiteID
- The DSA must stand-down and not display any forms of sliders or pop-ups to prompt activation if another publisher has already referred an end user.
- The DSA must not interfere with or manipulate the tracking code of another publisher when a user clicks through a link on another site.
- The DSA must not alter the design or behavior of any other publisher or advertiser website.
- The DSA must not interfere with the Supplier tracking technology, advertiser's web-based links, other web-based advertisements, or other commercial offerings.
- The DSA must not force clicks or "cookie stuff". The DSA must not insert a cookie onto the user's computer without the user knowingly taking an action that results in the cookie being placed.
- The end user must click through the offer that is presented. Placing the mouse over an offer, only viewing it or viewing all offers is not a click through.
- The DSA must not automatically drop a cookie when the end user is only viewing offers. The cookie should only be dropped once the end user clicks on a specific offer.
- The DSA must not contain malicious software such as viruses or Trojan horses.
- The DSA must not change the default search functionality unless explicitly selected by the end user during installation.
- The DSA must not automatically overwrite the advertiser's organic and natural search.*
- The DSA must not automatically overwrite the advertiser's PPC or paid search.*
- If the DSA overlays on the advertiser's search engine results pages (e.g. SERP Overlay or injection), the DSA must not automatically overwrite the advertiser's organic and natural search.*
- The DSA must not overlay/inject on another publisher's website search results.
- The DSA must not overlay/inject on advertiser's paid search results.

*** You must have documented permission by the advertiser for this functionality.**

For purposes of clarity, The term "interfere" means, whether intentional or unintentionally to (i) replace, intercept, redirect, disrupt, block, alter or otherwise adversely affect; (ii) substitute, insert or append; (iii) impair or adversely affect the behavior or functionality, or simulate, copy or assume control of, or create a substitute or derivative version of, any browser, plug-in, email, software, file or other platform or technology provided by any third party; (iv) cause an error or unintended result to occur; (v) cause the parties involved or affected to violate any applicable laws; or (vi) aids, abets, contributes, facilitates or supports any third party to do any of the foregoing.

Guidelines and Functional Requirements for End User Notification

Any approved DSA used by you must require “an end user’s express and informed consent” and in connection with each and every offer or proposal, must provide for the option of both (i) rejecting such offer or proposal and (ii) deleting, terminating or opting out of the DSA altogether. For purposes of clarity, the term “end user’s informed consent” means with respect to the operation of any DSA requires all of the following: (i) the express and informed consent to download and/or activate such DSA upon reasonable notice and disclosure that such DSA is being offered for download or activation; (ii) the full opportunity and right to completely remove, reject and deactivate, as applicable in the circumstances, such DSA; (iii) the full and prominent disclosure each time the DSA is triggered or otherwise prompts the end user to allow or undertake an action or transaction which disclosure must be sufficient to ensure that any choice by the end user to allow or undertake such action or transaction is fully informed as to the benefits and potential consequences thereof, (iv) the express consent of such end user to allow or undertake such action or transaction; and (v) compliance with any and all applicable laws.

In addition, consumers must be aware of your DSA and take the appropriate action to enable the tracking functionality of your DSA.

- The DSA must alert or prompt the user to take action when it provides Supplier offers to the consumer before any redirection takes place or a cookie is dropped.
- The only way the Supplier cookie can be set is by a voluntary click from the user.
- The offer may not automatically redirect to the advertiser website, even if the user has indicated that they “always” want to receive rewards, cash back, or donate a portion of their purchase. It must be clicked on by the consumer before the offer can be redirected.
- If a user clicks on the link of another publisher, the DSA must not warn the user that the DSA’s own cookie is going to be overwritten.
- The DSA notification may pop-up, slide down, or change color within the browser to alert the user. The offer cannot automatically redirect to the advertiser simply because the notification has been displayed. It must be clicked on by the consumer before the offer can be redirected.
- Based on advertiser feedback we strongly recommend that the notification should be of a reasonable size so it does not obscure the users browsing experience.
- We strongly recommend that the notification should be available to the end user for a reasonable amount of time so it does not obscure the users browsing experience.
- Notifications which prompt the user to take action should be prompted only once per session.
- The DSA must not trigger notifications that interfere with basic use of the end users computer or with Supplier’s tracking technology.

Distribution and Installation Policies

After developing your DSA according to Supplier functional requirements, please consider the following policies before distributing your DSA in the Supplier affiliate network.

- All DSA’s with links to Supplier advertisers must be approved and tested by Supplier before being distributed.
- Distribution of the DSA should be implemented with full user consent from your website or a reputable download website partner.
- The DSA must not be bundled with other software.
- Full user consent requires the user to agree to your terms and conditions and privacy policies.
- Installing/Uninstalling the DSA should be clear, easily identifiable, and simple to do. Once the DSA software is uninstalled it should be completely removed.
Note that deactivating/disabling is not the same as uninstalling.
- Supplier should be made aware of all distribution partners for the DSA.

USING MARKETING NETWORK COMMUNICATION TOOLS

As a Network Publisher, you will have access to tools that enable you to communicate with us and your Network Advertiser partners regarding your participation in their respective affiliate marketing programs and to make inquiries regarding transactions, reports, commissions and any related matter. You are not

authorized to and should not use any communication tool provided by us for any other purposes other than to facilitate your participation in the affiliate marketing programs and other programs of Network Advertisers. We may refuse to permit you to use of any Supplier affiliate network communications tool or other resource or facility if we believe that your use of such tool resource or facility is, has been, or is likely to be unsuitable or inappropriate. You should consider all of your communications made or received through use of any Supplier affiliate network communication tool as public and not private communications and, therefore, susceptible to being read by others without your knowledge or consent.

ENGAGING IN THE DISTRIBUTION OF QUALIFYING LINKS

If You currently distribute, or plan to distribute, qualifying links on, to or through Sites other than those owned or operated by you and registered with us, you may do so (or continue to do so) until such date as we may designate. After such date, you will be required to obtain our approval to continue to do so. Such approval may be conditioned upon your agreement to additional terms and conditions and additional disclosures in respect of your distribution and/or use of such qualifying links.

PARTICIPATING IN THE AFFILIATE MARKETING PROGRAMS OF NETWORK ADVERTISERS ENGAGED IN REGULATED BUSINESSES

Network Advertisers engaged in certain kinds of businesses or activities may be subject to special laws and regulations that are not ordinarily applicable to commercial establishments generally, including (i) selling insurance, tobacco, securities, prescription drugs, or firearms, (ii) providing mortgages, loans, or other extensions of credit, (iii) providing banking services, including the maintenance of deposit accounts, (iv) providing investment advice or investment advisory services, (v) other businesses or activities that require registration with a governmental authority or agency charged with special responsibility for regulating the conduct of such businesses or activities or (vi) acting as a broker, agent or finder for any person engaged in any business or activity referred to in any of the foregoing clauses ("Regulated Businesses"). If a Network Advertiser uses the Supplier affiliate network for conducting a Regulated Business, then we may have special requirements intended to prevent violations of the special laws and regulations that may apply. Those requirements and policies will apply to any Network Publisher that participates or desires to participate in an affiliate marketing program of a Network Advertiser conducting a Regulated Business, notwithstanding any other or conflicting terms that the Network Advertiser may adopt for its affiliate marketing program, offers or engagements. If you participate in any affiliate marketing program of any Network Advertiser engaged in a Regulated Business, then you agree that you will not do any of the following, even if authorized by such Network Advertiser:

- Describe or recommend any product or service of such Network Advertiser, except solely by posting on your Website the Promotions that such Network Advertiser creates and supplies to you for such purpose;
- Take part in the provision of any such products or services;
- Provide assistance in resolving problems, discrepancies or disputes involving any such products or services;
- Answer questions or engage in negotiations involving any such products or services;
- Except with respect to any established Publishers who operate primarily in the loyalty or cash back industry, extend credit to any customer for the purpose of purchasing any such product or service (e.g. pyramid schemes, kickbacks, etc);
- Handle customer funds, securities or other property related to any such product or service; or
- Provide any other service or perform any other function related to any such product or service which, under any applicable law, regulation or rule:
 - may only be provided or performed by a person registered and in good standing in a specified capacity,
 - if performed or provided by a person, requires registration of such person, or
 - the provision or performance of which is subject to restrictions, limitations or other special requirements.

You agree that you shall be solely responsible for ensuring that your participation in the affiliate marketing program of any Network Advertiser engaged in any Regulated Business is conducted complies with all applicable federal, state, local and foreign laws, rules and regulations. If that participation means that you or your agents or representatives must register with any governmental agency in any capacity under the

laws, regulations or rules applicable to any Regulated Business, then you agree to effect such registration, maintain all such registrations in effect and continue to be in good standing in such registered capacities.

The fact that we permit the Supplier affiliate network to be used by any Network Advertiser in connection with an affiliate marketing program related to a Regulated Business, notify you of the existence of such affiliate marketing program or otherwise have any involvement with such program does not mean that your participation in that program is permitted by applicable law or will not require your registration with a government agency or subject you to laws, regulations or rules that otherwise would not apply to you.

GENERATING INVALID TRACKED ACTIVITIES

Network Advertisers use the Supplier affiliate network to increase sales of products or services, to obtain customer leads, to increase traffic to their designated Websites in order to attract advertisers, to increase brand recognition or to otherwise benefit their businesses. In all cases, the full benefit expected by the Network Advertiser is only present if the qualifying link produces a “valid” action by end users of the kind desired by the Network Advertiser. When compensated actions are not valid, the Network Advertiser does not recognize the full benefit it expects from the action. One important reason Network Advertisers use affiliate marketing programs is that they permit the Network Advertiser to pay for an advertisement only if it generates an actual sale or other action valued by the Network Advertiser. That fundamental feature of affiliate marketing programs means that all offers made by Network Advertisers to pay Network Publishers compensation based on a specified end user action are interpreted by us as being offers to pay only for “valid” actions of that kind. This interpretation applies even if the offer does not expressly state that payment shall be made only for valid actions.

The determination of when a compensated action is “valid” depends primarily on the terms of the offer as stated by the Network Advertiser and/or by Supplier. Network Advertisers have the discretion to structure their offers. They decide the kind of action that generates a fee or other compensation and its amount and they may make a Network Publisher’s entitlement to payment subject to any lawful conditions outlined in their offers. If Network Publishers do not find the terms of a particular offer attractive, they can choose not to carry the qualifying link that is the subject of the offer. Once a Network Publisher accepts an offer, however, it is bound by the terms of that offer.

Some factors relevant to deciding if compensated actions are valid may not be expressly contained in the offer, but instead are logically implied by the kind of offer and its presumed business purpose. For example, a Network Advertiser who wants to generate leads by offering a “bounty” for each form completed is presumptively interested only in bona fide leads. If a Network Publisher, in order to increase its compensation, induces employees or other people who are not independently interested in the Network Advertiser’s services to click on the qualifying link and complete the form, then those visitors may not be bona fide leads. The Network Advertiser, therefore, should not be obligated to pay for those form completions. Similarly, a Network Advertiser who makes a pay-per-click offer is presumptively interested in increasing the number of actual visitors to its Site. A Network Publisher that uses a technology or methodology that inflates recorded clicks on a qualifying link should not be paid for those clicks, since they do not represent actual visits to the Network Advertiser’s Site by a viewer.

If we determine or believe that compensated actions that are attributable to your qualifying links are invalid, questionable or suspicious, then Marketing may terminate your participation in any or all Networks or affiliate marketing programs of Network Advertisers, and Network Advertisers may likewise terminate your participation in any or all of their affiliate marketing programs or withhold or require forfeiture of payments purportedly due to you. That is in addition to any other right or remedy available to us or any affected Network Advertiser. If your Website generates click-throughs or other compensated actions at rates that are higher than any Marketing Network or industry average, that appear inconsistent with the information known about the nature of your Website and its traffic, or that we otherwise determine to be questionable or suspicious, this may result in termination of your participation in any or all Networks or affiliate marketing programs of Network Advertisers, in with holding or forfeiture of payments purportedly due to you, or the exercise of any other right or remedy available to us or any affected Network Advertiser.

We or any Network Advertiser may from time to time institute other policies or requirements that determine your eligibility to accept click-through or other offers or define which clicks or other compensated actions are valid or otherwise eligible for payment. We may use any methods we deem advisable in order to detect and exclude clicks or other compensated actions that we consider invalid or questionable.

Fraudulent, abusive or illegal activity as a Network Publisher or participant in any Network Advertiser's affiliate marketing program may result in referral to the appropriate law enforcement agencies for investigation and, where appropriate, prosecution.

TAKING ADVANTAGE OF RETURN DAY FEATURES

In General

As you know, each Network Advertiser partner, for the most part, sets its own rules for participation in its affiliate marketing program, so the return day policies will obviously vary from Network Advertiser to Network Advertiser. Our suggestion is that you carefully review the terms of your engagements with each of your Network Advertiser partners, and when in doubt, contact the Network Advertiser or us directly with your questions. With that said, there are a few very basic rules relating to return days that apply to your participation in all Marketing Network affiliate marketing programs. Those guidelines are as described below.

Add Value by Delivering the User

In order for you to benefit from the Return Days offered by a merchant, you must have actually delivered the end user to the Network Advertiser's site. You will be deemed to have delivered a user to a Network Advertiser if, after receiving a clear indication from that user that he or she is interested in viewing a Network Advertiser's offerings, you in fact direct that user to the relevant page on the Network Advertiser's site. Examples of this include, but are not limited to:

- **Direct Link to Network Advertiser Site** – Displaying a Network Advertiser's link on your site such that when an end user clicks on that link he or she is redirected to the Network Advertiser's site.
- **Direct Link within Network Publisher Site /Indirect Link to Network Advertiser Site** – Displaying the Network Advertiser's advertising link on your site such that when an end user clicks on that link, he or she is redirected to another page on your site devoted to the Network Advertiser and, at the same time, a fully visible window displaying the relevant page of the merchant's site opens over or under your web page.
- **Search Link within Network Publisher Site /Indirect Link to Network Advertiser Site** – Permitting the end user to use the search features integrated into your site to conduct a search of your Site in order locate a Network Advertiser's offerings and then redirecting the user to or opening a fully visible window displaying the specific merchant's site as part of the search results. In this example, in order for you to be deemed to have delivered the end user, the end user's search query must include some specific reference to the Network Advertiser, like the Network Advertiser's name or its products, as opposed to generic search terms.
- **Search Link to Network Publisher Site / Indirect Link to Network Advertiser Site** – Acquiring search placement on third party search engines on behalf of a specific Network Advertiser such that when an end user clicks on your listing in the search results, the end user is redirected to a page on your Site devoted to that Network Advertiser or the Network Advertiser's products and, at the same time, a full sized window displaying the Network Advertiser's relevant page pops over or under the window containing your page. In this example, in order for you to be deemed to have delivered the end user, the end user's search query must include some specific reference to the Network Advertiser, like the Network Advertiser's name or its products, as opposed to generic search terms.

Don't Try to Beat the System

The concept of return days is built around the fundamental assumption that you have actually referred to the Network Advertiser an end user that has expressed a clear preference or clearly requested to be referred to the Network Advertiser and have in such referral process added value such that you should be rewarded for the referral. If you have delivered an end user who has not indicated in some clear manner any desire to be referred and delivered, you have not actually delivered the end user in a manner

warranting a commission. Worse, if you attempt to “beat the system” by simulating the referral and delivery of an end user to a merchant, then, not only should you be denied the benefit of Return Days, but you will also not be entitled to any commissions. You may even be required to return commission payments that you have already received. You may also be in violation of state, federal or international laws.

By way of example, but certainly not limitation, if you program your site to open a 1x1 pixel of the merchant's site or web page without actually making the merchant's site or page visible to the user then you have not delivered the user.

We consider these kinds of business practices to be deceptive practices. Please be advised that Supplier takes the integrity of its Network very seriously and will terminate you from participation in the Supplier affiliate networks if you are found by us to be gaming or trying to beat the system.

By establishing these very basic guidelines, we are in no way attempting to discourage you from optimizing and ever improving the ways you promote the products and services of your Network Advertiser partners. We do, however, want to make sure that you act in an ethical and responsible fashion, with your primary focus being on adding value to the Network Advertiser's affiliate marketing program. We are serious about maintaining the integrity of the Network and expect you, as a valued member of the Network, to act with the same values.

We understand that you may have questions or concerns as to whether one of your current or proposed promotional strategies is consistent with these guidelines. If you do, then please do not hesitate to contact us at <https://rakutenadvertising.com/support/> or other email that we may designate from time to time. When emailing us, please be as descriptive as possible in identifying the promotional strategy in question, include an example path or search for us to review, and feel free to include diagrams and screenshots, if applicable.

SUPPLIER MARKETING BRAZIL PAYMENT POLICIES

The Supplier affiliate network has expanded to include affiliate marketing programs offered by Network Advertisers in Brazil. Depending on the Network Advertiser concerned and your country of residence, you may be eligible to participate in these programs. If you are Publisher participating in the Supplier affiliate network and you reside outside of Brazil or your business is headquartered outside of Brazil (“Foreign Publisher”) and wish to work with Network Advertisers in Brazil, note that the payment policies and procedures in Brazil are different from the procedures in other countries. Before you participate in any Network Advertiser program in Brazil, you acknowledge and agree, as follows:

Supplier shall account to you in the Network Publisher Account Area for all monies earned. We will invoice the applicable Network Advertisers on your behalf and collect commissions that are due to you. Once we have collected these commissions from the applicable Network Advertisers, you will be notified by email of the amount and asked to submit an invoice for the specified amount. In accordance with Brazilian regulatory frameworks, before we can release the commission payments, we must receive an invoice from you.

For Foreign Publishers, you will be considered a foreign supplier, and subject to foreign transfer taxes as well as bank fees. Brazilian Regional Publishers will not be subject to these fees.

We will accept invoices from Foreign Publishers in the following currencies: US Dollars, Euros, British Pound Sterling and Japanese Yen. Note that we reserve the right to modify this list from time to time in our sole discretion. Foreign Publishers in countries outside the U.S., Eurozone, United Kingdom, and Japan will be asked to submit invoices in US Dollars. The relevant exchange rate used will be the current exchange rate as published daily by the Central Bank of Brazil at the time we issue the email communication to you indicating the amount you should invoice for. If you want to ensure that you are paid within the current bi-monthly payment cycle, you must submit the invoice within 10 days after receiving the email. If Supplier's entity in Brazil does not timely receive the invoice within this period, you may not be paid in the current cycle. If this were to happen, you will receive an email communication the

following month prompting you to issue an invoice for the accumulated amount. This new amount will be subject to the new foreign exchange rate, at the time the email communication is triggered. In accordance with Section 13.9 of the Publisher Membership Agreement, you acknowledge and agree that you bear all risk of any fluctuations in the applicable currency exchange rate.

All Publisher payments will be made via direct deposit only and if the currency we are issuing in is different from the currency of your local bank account, there may be additional foreign exchange fees incurred, which will be deducted from the commission payment. We will not make payments via bank wire or issue checks due to Brazilian Reais illiquidity in other markets.

For each Foreign Publisher payment, you will be subject to a minimum threshold amount of BRL 300 (around USD 120) before we ask you to issue an invoice and commission payments can be released. The foreign exchange agreement costs involved in making these kinds of payments are approximately BRL 100. Exchange fees, bank fees and applicable taxes will be held and debited from any amounts payable to you. You can opt for a higher threshold if you prefer, as that may make more economic sense for you, and we ask that you inform us of your preference in writing. Brazilian Regional Publishers will be subject to the then-current threshold amount as prescribed by RM Brazil from time to time in its sole discretion.

For select countries, we are currently unable to collect Publisher bank account info via the dashboard, and will contact you by other means to get your bank account info. A list of these countries is available on the Publisher Help Center. Foreign Publisher should check the list from time to time as the list may change in our sole discretion. Please note that in order to get paid earned commission, you must respond to our outreach.

SOCIAL MEDIA

In order to participate in any Publisher Program offered through the Supplier affiliate network, a Publisher/influencer must have, at the time of application: (a) at least five hundred (500) followers on social media pages; and (b) not fewer than five (5) posts published in the preceding six (6) months.

Any questions regarding these Policies should be directed to <https://rakutenadvertising.com/support/>