

ADVERTISING POLICY

The purpose of this policy is to stipulate rules for advertising, which should be applied for participation in Epcera Affiliate Programs.

1. LEGAL COMPLIANCE. Affiliate shall not violate any applicable foreign or domestic, federal, state or local statutes, laws, ordinances, rules, and regulations, or industry standards, including, without limitation, CAN-SPAM, the California Anti-Spam Act, the California Automatic Renewal Law, CASL, the TCPA, the FTC Act, all FTC rules, regulations, and guidelines, applicable credit card merchant guidelines, the Utah and Michigan "Child Protection Registry" laws, the GDPR, the UK Data Protection Act, and the CCPA. IGNORANCE OF OR MISINTERPRETATION OF THE LAW IS NOT AN EXCUSE FOR VIOLATING IT. AFFILIATE IS RESPONSIBLE FOR KNOWING, UNDERSTANDING, AND COMPLYING WITH ALL LAWS AND REGULATIONS APPLICABLE IN BOTH THE JURISDICTION WHERE AFFILIATE IS LOCATED AND THE JURISDICTION(S) WHERE AFFILIATE CONDUCTS ITS ADVERTISING ACTIVITIES.

2. WEBSITE REQUIREMENTS. Any and all websites or media that Affiliate uses to promote Campaigns must:

- * Be fully functional at all levels, with no "under construction" sites or sections;
- * Be content-based and not simply a "parked" page or list of links or advertisements;
- * Not generate pop-up advertisements, including, without limitation, "pop-overs" and "pop-unders," when entering or leaving the website;
- * Close when instructed, i.e., when a user seeks to close or otherwise leave the website, the website must close down and no other behavior should result;
- * Not "mouse trap," i.e., whereby the website does not permit the use of the browser back-button and thereby traps the user on the website, or whereby the website presents other unexpected behavior, such as re-directing to another advertisement or landing page; and
- * Not contain automatic audio that plays without user instigation.

3. PROHIBITED CONTENT AND CONDUCT. Prohibited Affiliate content and conduct includes, without limitation, content and/or conduct that:

- * Infringes the rights, including, without limitation, the copyright, patent, trademark, trade secret, or other proprietary rights, of any third party, or violates any agreement between Affiliate and a current or former employer concerning the intellectual property Affiliate create or created during Affiliate's employment;
- * Is false, misleading, fraudulent, or deceptive;
- * States, suggests, or implies that any Product is capable of treating or curing any medical condition or disease;
- * Uses any of the following phrases or words: cancer, stroke, heart attack, treat(s)(ing), heal(s)(ing), or cure(s)(ing).

- * Is libelous or defamatory, or violates the privacy or publicity rights of any third party;
- * Implies a connection or endorsement by any individual (e.g., a celebrity, a noted health expert) or entity
 - * (a business, a magazine, a new outlet) with which Affiliate has no such connection or endorsement;
 - * Contains, facilitates, or promotes “spam” or other advertising or marketing content that violates applicable laws, regulations, or industry standards;
 - * Consists of or contains viruses, Trojan horses, worms, malicious code, or other harmful or destructive content;
 - * Is “adult” in nature, obscene, lewd, lascivious, filthy, or pornographic, that may constitute child pornography, or that may exploit in a sexual or violent manner anyone under the age of 18;
 - * Depicts excessive violence, contains comments or images that are offensive, abusive, threatening, harassing, or menacing, or that incites, encourages, or threatens physical harm against another;
 - * Promotes or glorifies racial or religious intolerance, uses hate and/or racist terms, or signifies hate towards any person or group of people;
 - * Advocates the violent overthrow of the government or other conduct that could constitute fraud or other criminal offense, gives rise to civil liability, or otherwise violates any applicable local, state, national, or foreign law or regulation;
 - * Glamorizes the use of illegal substances and drugs;
 - * Advertises: (i) tobacco products, (ii) illegal substances, such as narcotics, (iii) ammunition, firearms, paintball guns, bb guns, or weapons of any kind, (iv) gambling, including, without limitation, any online casino, sports books, bingo, or poker website, (v) get rich quick or other money making opportunities that offer compensation or financial reward in exchange for little or no investment, (vi) adult friend finders or dating sites with a sexual emphasis, (vii) adult toys, videos, or other adult products, (viii) uncertified pharmaceutical products, (ix) spy cams or other illegal surveillance products, and (x) web- based, non-accredited colleges that offer degrees;
 - * Promotes pyramid schemes or chain letters;
 - * Promotes software pirating (e.g., Warez), phreaking, or hacking;
 - * Promotes or exploits religious, political, or other inflammatory issues for commercial use;
 - * Depicts a health condition in a derogatory or inflammatory way or misrepresents a health condition in any way;

* Offers incentives (e.g., cash, points, prizes, contest entries, gift cards, etc.) to viewers for clicking on the advertisement, for submitting personally identifiable information, completing surveys, or

for performing any other tasks;

* Harvests or otherwise collects information about Company's Advertisers or other affiliates;

* Uses or attempts to use any engine, software, tool, agent, or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Company website for any use;

* Frames the Company Website;

* Accesses protected content or data, or accesses or logs onto a secure server or account;

* Attempts to probe, scan, or test the vulnerability of the Company Website, or any other system or network, or breaches security or authentication measures without proper authorization;

* Interferes or attempts to interfere with the use of the Company Website by any other user, host, or network, including, without limitation, by means of submitting a virus, overloading, "flooding," "spamming," "mail bombing," or "crashing";

* Uses the Company Website to send unsolicited e-mail, including, without limitation, promotions or advertisements for products or services;

* Attempts to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing its Website; and

* Includes material that violates applicable laws and regulations.

4. SOCIAL MEDIA AND OTHER ENDORSEMENTS. In connection with Affiliate's promotion of Campaigns on or through Affiliate's own websites, Affiliate's social media accounts, emails, or other advertising, AFFILIATE SHALL DISCLOSE CLEARLY AND CONSPICUOUSLY, AND IN CLOSE PROXIMITY TO THE ENDORSEMENT, THAT AFFILIATE RECEIVES COMPENSATION IN THE FORM OF AFFILIATE COMMISSIONS IN EXCHANGE FOR SUCH ENDORSEMENT. Affiliate's personal endorsement of any Product must reflect the honest opinions, findings, beliefs and/or experience of Affiliate with respect to the Product, and may not contain representations for which the Affiliate does not have substantiation or that would be considered deceptive. Affiliate further agrees to comply with the Federal Trade Commission's Revised Endorsements and Testimonials Guide. Outside of Affiliate's own personal endorsement, Affiliate is prohibited from using an endorsement or testimonial unless Company has received, reviewed and provided express, prior written consent to such advertising.

5. NO EMAIL MARKETING ABSENT AUTHORIZATION. AFFILIATE SHALL NOT ENGAGE IN ANY EMAIL MARKETING FOR A CAMPAIGN WITHOUT EXPRESS WRITTEN AUTHORIZATION TO DO SO IN AN INSERTION ORDER. Neither the existence of this Email Policy nor anything herein shall be construed to authorize Email Marketing absent such express authorization.

6. CONSENT. Affiliate may only engage in Email Marketing by emailing consumers (“CONSENTING CONSUMERS”) who have provided Affiliate with valid consent in the form required by the laws where the Consenting Consumer is located (“VALID CONSENT”). For example, if the Consenting Consumer is located in a jurisdiction where double opt-in is required to consent to receive unsolicited email marketing messages, then Valid Consent means double opt-in as to such consumer. Affiliate shall not transmit any email if Affiliate knows, or has reason to know, that the email address was obtained using an automated means, including, without limitation, harvesting software, such as harvesting bots or harvesters, dictionary attacks, etc., or via an Internet service, which indicated that at the time the address was obtained, that the service was not to give or sell the address to others.

7. CONSENT RECORDS. Affiliate shall maintain or cause to be maintained records (“CONSENT RECORDS”) of the Valid Consents obtained from each Consenting User, including, at a minimum: (i) opt-in date and time, (ii) registration source, (iii) first and last name, (iv) mailing address, (v) email address, (vi) phone number, (vii) privacy policy of source website at the time of opt-in, (viii) clear and conspicuous “check-box” disclosures at the time of opt-in, and (ix) any other information collected. Affiliate will provide such Consent Records to Company within one (1) business day of any request for the same.

8. EMAIL CONTENT REQUIREMENTS. Affiliate shall not transmit any email:

- * Using any Creative (including “from” lines and “subject” lines) other than that supplied and/or approved in advance by Company;

- * With materially false or misleading header information;

- * With a “from” line that is materially false or misleading and does not accurately identify the person sending the email;

- * With a “subject” line that is misleading, false, or misrepresentative or is likely to mislead the recipient about the content of the email;

- * Without a functioning return email or Internet address, clearly and conspicuously displayed, that functions for thirty (30) days after the email is sent, that a recipient can use to submit a reply email requesting not to receive future commercial emails or Internet communications from the sender;

* Without a clear and conspicuous identification that the email is an advertisement or solicitation, a clear and conspicuous notice of the opportunity to decline to receive further communications, and a valid business name and physical postal address of the Affiliate; or

* With any content that infringes or violates any applicable law or regulation or any intellectual, proprietary or privacy rights, or is misrepresentative, defamatory, inflammatory, offensive, or otherwise objectionable.

9. AFFILIATE IDENTIFICATION. Affiliate agrees to do AT LEAST ONE of the following: (a) identify itself in the "from" line by using a domain name that includes Affiliate's name; or (b) ensure that Affiliate's name and contact information appear in the publicly accessible WHOIS record for any domain used in the "from" line, and that no such domain is registered using a privacy-protection service.

10. SUPPRESSION LISTS. To the extent that Company provides an opt-out or unsubscribe list (the "SUPPRESSION LIST") to Affiliate in connection with the Affiliate Program, Affiliate shall regularly scrub its email database against such Suppression List no less than every three (3) days and shall not at any time send any commercial emails to any individuals on such Suppression List. Affiliate will not use any Suppression List in any manner other than for the purpose set forth herein. Affiliate shall not obtain any ownership interest or rights in and to any Suppression List.

11. UNSUBS. Affiliate shall not send any email to any individual that has requested not to receive any emails more than three (3) days after receipt of such request, provided that the email falls within the scope of the request.

12. THIRD-PARTY PUBLISHERS. If Affiliate is an advertising network or otherwise contracts with Third-Party Publishers for the provision of Email Marketing pursuant to the Agreement, Affiliate shall vet with scrutiny all such Third-Party Publishers and only use those Third-Party Publishers who, in its reasonable commercial judgment, have the technical capabilities and appropriate training and management that enables such Third-Party Publishers to engage in Email Marketing in compliance with this Email Policy, CAN-SPAM, California's Anti-Spam Law, CASL, and all other applicable laws, rules, and regulations. Affiliate shall be responsible for the acts and omissions of its Third-Party Publishers, and all references to "Affiliate" herein, shall be deemed to include and refer to Third-Party Publishers. Affiliate's duty to indemnify Company, as set forth in Paragraph 11 below, shall be interpreted to include a duty by Affiliate to indemnify Company for the misconduct of all Third-Party Publishers.