



## **XOSKIN Affiliate Agreement**

A person or company who represents a brand to targeted customers to increase awareness, create a specific image, generate opportunities and build customer preference is a XOSKIN brand affiliate.

### **XOSKIN Affiliate Program-Terms of Use**

Welcome to the XOSKIN Affiliate Program. By using the XOSKIN Network (Network), you (hereinafter, "Affiliate") agree to comply with and be bound by these Terms of Use. Please review the terms carefully. If you do not agree to these terms, you have no right to obtain information from or otherwise use the Network.

#### **Introduction:**

By use of the Network and the Site, you agree to the terms and conditions outlined in this Terms of Use Agreement for Affiliates ("Affiliate Agreement"). This Affiliate Agreement constitutes the entire agreement between you and the Network, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Network, and the subject matter of this Affiliate Agreement.

#### **Terms of Use Summary:**

This agreement may be updated or modified at any time.  
Affiliate privacy is secured and protected by the Network.  
Affiliates must be at least 18 and supply a tax ID or social security number.  
You have limited right to use of graphics and content.  
Affiliates cannot solicit direct business with merchants.  
All content on the Site is protected by copyright laws.  
The Network warrants the programs and content available.  
Neither parties will be liable to the other for damages.  
Affiliates must notify the Network when they sell a website.  
The Network does not control or monitor sites it links to.  
The Network reserves the right to set affiliate bandwidth or usage thresholds.  
Use of advertising software commonly known as "adware" or "malware" is not permitted.  
Merchant name or merchant domain name PPC bids are prohibited.  
Affiliate tracking cookies can be set by outbound clicks only.  
Affiliates cannot represent themselves as merchants.  
Affiliates must include appropriate FTC disclosures.  
Affiliates may not engage in cyber, domain or typo-squatting activities.  
Software, browser plugins or alerts triggered by a URL are acceptable with restrictions.  
Black Hat SEO techniques of any kind are strictly prohibited.  
All marketing emails must be CAN-SPAM compliant.  
Affiliates engaged in actual or attempted fraud will be immediately terminated.  
Affiliate accounts will be deactivated after 6 months of inactivity.  
We may link to press releases or other sites and information.  
Communications are considered non-confidential on a restricted basis.

You cannot place tracking links on third party sites without permission.  
Affiliates must disclose traffic driving techniques and transparency on request.  
Sites with offensive content, or incomplete sites, will not be accepted.  
The Network provides statistics and reporting for Affiliate payment calculations.  
Overall accepted use of technology and the Affiliate Terms of Use Agreement.  
Terms of Use Changes

The Network reserves the right to update, suspend, discontinue, change or otherwise modify this Terms of Use Agreement for Affiliates at any time. When changes are made, notification will be made through the Site, network blog or email. At that time Affiliate may either agree to notified changes or withdraw from the Network.

### **Your Privacy**

The Network will never use or share personally identifiable information in ways unrelated to the ones described in our Privacy Policy. The Network will never willfully sell, lease, or rent any Affiliate or business' personally identifiable information to any third party.

### **Affiliate Registration**

To actively participate in the Network, Affiliate must be at least 18 years of age, and supply tax classification. If requested by the Network, Affiliate must supply a valid tax identification number, which would be a social security number for individuals or a federal tax identification number for corporations and/or entities.

### **Limited Right to Use**

The using, printing, viewing, or downloading of any graphic, content, form or document from the Network grants Affiliate only a revocable, nonexclusive license for use solely by Affiliate for purposes limited to the uses for the Network, and by Affiliates who have agreed to this Affiliate Agreement. All other uses of the Site will be as is reasonably required to view content and navigate through the pages and links available to the public using a standard Internet browser. None of the programs, content, forms, graphics or documents shall be used for republication, distribution, assignment, sub-license, sale, preparation of derivative works or other use. No part of any content, graphic, form or document may be incorporated into any information retrieval system, other Affiliate network system, or any other system that is not owned by the Network.

### **Non-Solicitation Agreement**

With qualified acceptance to the Network, Affiliate agrees to non-solicitation of any client of the Network, or Merchant, for business relationships outside of the Network. Evidence of any direct solicitation or request for ad or media buys, or other considerations such as free merchandise, will be considered a violation of these terms of use. The Network reserves the right to terminate any Affiliate account in violation of this Affiliate Agreement.

### **Copyright**

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Network and the Site are protected under applicable copyrights,

trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Network and the Site, except as allowed under “Limited Right to Use” above, is strictly prohibited. Affiliate does not acquire ownership rights to any content, document or other materials viewed through the Network or the Site.

### **Warranty and Disclaimer**

The Network warrants the computer programs, information and other content available on the Site provided for the Affiliate, are accurate and functional “as-is” to the best of the Network’s ability. ALL OTHER WARRANTIES ARE DISCLAIMED. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE DATE OF USAGE.

### **Limitation of Liability, Indemnification**

Neither the Affiliate nor the Network will be liable to the other for special, indirect or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), incurred or suffered by the other arising as a result of or related to the performance of the Network programs, accuracy of content or the Site information, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Affiliate will indemnify and hold the Network harmless against any claims incurred by the Network arising out of or in conjunction with breach of this Affiliate Agreement, as well as all reasonable costs, expenses and attorneys’ fees incurred therein.

### **Buying/Selling Websites**

Due to important tax implications and other issues, an Affiliate who initiates the sale of one or more website(s) configured under their account are required to notify the Network on completion of the sale.

### **Links to Other Web Sites**

The Network and Site may contain links to third-party web sites. The Network does not control or monitor such web sites on a regular basis. The Network is not responsible for the computer programs available from, content in or opinions expressed at such web sites. The Network provides such third-party links only as a convenience to visitors and Affiliates to the site, and the inclusion of a link does not imply approval or endorsement of the linked site by the Network. If an Affiliate decides to leave the Site and access any third-party web site, you do so at your own risk.

### **Bandwidth or Usage Thresholds**

The Network reserves the right to set Affiliate bandwidth or usage thresholds on ad serving, API requests and/or any scripts that interact with the Network Site or web services.

### **Adware/Malware**

All websites configured in the Network by an Affiliate must conform to generally acceptable advertising practices. Affiliate websites or promotional tools must not support, advertise or promote downloadable advertising software (commonly known as “adware” or “malware”) that initiates or installs without the

end user's action of consent. An Affiliate found to be using any forms of adware, malware or spyware will be immediately removed from the network, and commissions voided.

### **Pay Per Click (PPC) Search Engine Marketing**

Any Affiliate of the Network using PPC to drive merchant traffic may not bid on merchant company name or merchant domain name (exactly as configured in the Network). An Affiliate may not represent themselves as the merchant in PPC campaigns unless consent is given by the Merchant. Commission earnings that originate from a company name or domain name bid violation are subject to withholding.

### **Promotion Materials/UGC**

The Network or NFT | XOSKIN is not culpable for reversing commissions paid on sales coming from UGC (User Generated Content) on a publisher site. Merchants are responsible for including this in their Custom Program Terms and Conditions if they do not wish the pay commissions for these sales.

The use of invalid or unauthorized merchant coupons, deals, or promotions is prohibited. If the coupon, deal, or promotion is not listed within the merchants configured ad campaigns, express permission from the merchant is required before use.

### **Network Affiliate Cookies**

Network tracking cookies set by Affiliate end-user clicks, through campaigns and tracking links of any kind provided by the Network, must be the direct result of an end-user outbound click, whether from a web site, PPC campaign, newsletter or email. Forced clicks or practices otherwise known as cookie stuffing are against this Affiliate Agreement.

### **Merchant Brand Representation**

The Network prohibits any Affiliate from representing themselves as the merchant by any means, or from using any web programming code or techniques to frame the Merchant's site within an end user's browser. If an Affiliate chooses to frame Merchant's sites it must be with Merchant consent before doing so.

### **FTC Disclosures**

Affiliate is required to follow the Guides Concerning the Use of Endorsements and Testimonials in Advertising from the Federal Trade Commission. The guide sets forth the general principles the FTC uses to evaluate endorsements and testimonials, together with examples illustrating the application of those principles. The guide does not purport to cover every possible use of endorsements in advertising. Whether a particular endorsement or testimonial is deceptive will depend on the specific factual circumstances of the advertisement at issue.

### **Cyber, Domain or Typo-Squatting**

Affiliate may not use a domain name with bad faith intent to profit from the goodwill of a trademark or copyright belonging to another company or individual. Any relevant activities including, but limited to, Typosquatting, URL Hijacking, Cybersquatting or Brandjacking are not permitted. The Network reserves

the right to remove an Affiliate deemed to be violating the Anticybersquatting Consumer Protection Act, and void commissions.

### **Traffic Generation**

Software reminders, browser notifications or alerts triggered by a merchant URL in a browser address bar are acceptable with restrictions. Reminders or notifications may include, but are not limited to, browser helpers, plug-ins and toolbars. The Network reserve the right to apply passive click restriction on Affiliate accounts or websites utilizing software reminders, browser alerts or notifications that knowingly or unknowingly undermines the valid tracking cookie of another Affiliate.

### **Black Hat SEO**

Black Hat SEO or Spamdexing techniques of any kind, including but not limited to, Cloaking and Content Scraping, is strictly prohibited and enforced. Any Affiliate caught using Black Hat methods will be removed from the Network on first offense, and commission payments subject to withholding.

### **Email Marketing**

If an Affiliate chooses to promote Merchants by way of email lists, the email marketing must comply with the CAN-SPAM Act of 2003 legislation and the applicable regulations governing email marketing. The CAN-SPAM Act, which became effective January 1, 2004, covers email whose primary purpose is advertising or promoting a commercial product or service, including content on a web site.

### **Fraud or Attempted Fraud**

Fraud is a very serious, and even criminal offense. Evidence of any kind of Affiliate fraud, or attempted fraud, will result in immediate termination from the Network and voided commissions. Fraudulent activity may include, but is not limited to, credit card transaction fraud, use of adware/malware, cybersquatting, forced clicks and certain black hat techniques. All information obtained by the Network from any Affiliate found to be engaged in credit card transaction fraud will be turned over to the appropriate law enforcement authorities.

### **Inactive Affiliate Accounts**

Any Affiliate account that has been "inactive" for 6 months will be automatically deactivated from the Network. Inactivity is defined as having no record of clicks or impressions during the previous 12-month period. Although accounts that meet this criteria (no clicks or impressions for 6 months) are automatically deactivated, the account record is not deleted and can be reactivated should the Affiliate make the request, and qualify for reactivation.

### **Press Releases and Information**

From time to time the Network will contain certain press releases, testimonials, interviews and discussions (collectively, "Information") about us, our business and services, including links to certain third-party websites that may contain such Information. While all Information on the Site is believed to be accurate when prepared, the Network disclaims any duty to monitor or update any such Information.

Statements regarding other companies other than the Network in such Information, should not be relied upon as being accurate or endorsed by the Network.

### **Communications**

Certain communications, information and materials that an Affiliate submits shall be considered non-confidential. By submitting such communications, information and materials to the Network, Affiliate is representing their rights to enter into this Affiliate Agreement, that the Network is free to use all or part of the content of any such communications on a restricted basis without the obligation to notify or compensate Affiliate. The Network prohibits the scraping of email addresses from any Network site. The Network expressly prohibits and opts out of any electronic mail messages that were obtained in violation of the foregoing or by use of automatic address-generation programs.

### **Non-Affiliate Owned Web Properties**

With the exception of pay per click search engine marketing, an Affiliate may only promote Merchants on web properties they own or operate. Any Affiliate is prohibited from placing tracking code from the Network, in or on all third-party web properties including, but not limited to, forums, message boards, social networks, user groups, blog comment areas, and classified services, unless consent is given from, or through the third-party's terms of use.

### **Affiliate Transparency & Disclosure**

Any software that masks or hides referring information or URLs in any way is prohibited from use. Any Affiliate, at the request of the Network, must disclose and provide accurate information on business models and online or offline promotional techniques used to drive traffic and sales on behalf of their Merchants. Failure to provide transparency may result in the suspension of an Affiliate account until such disclosure is made.

### **Participating Sites**

The following sites will not be accepted by the Network: Incomplete sites, sites with deceptive promotions or content, parked domain names, sites with limited or no value added content, sites that promote hatred, bigotry, violence or adult-oriented material, gambling or online gaming services, get rich quick schemes, and any other sites otherwise centered around illegal or unethical activity. The Network reserves the right, in its sole discretion, to determine whether or not any Affiliate applicant's site meets the acceptable use guidelines of this Affiliate Agreement.

### **Affiliate Payment**

Network tracks, calculates and stores payment and commission information for each Merchant program Affiliate has joined (by accepting the terms and conditions of the Merchant program in the Affiliate's account interface) and any commissions are payable only based on that information;  
Network collects Merchant program commissions on behalf of and as agent for Affiliate;  
Affiliate will be compensated based on the threshold payment amount they have defined in the 'Contact/Payment Information' Section of the 'Account' administration menu.  
Network is not liable to pay commissions to Affiliate on any Merchant program until the Merchant remits payment to the Network;

Notwithstanding the foregoing, Affiliate agrees and authorizes Network to apply any payment received from any Merchant in the following order of priority:  
to fees owed by Merchant to the Network; and  
then to fees owed by Merchant to Affiliate; and  
Network shall not be liable to Affiliate for any Merchant's breach of its obligation to pay Affiliate whether directly or through Network.

## **Privacy**

**Your privacy is important to you - and us. Here are our policies.**

XOSKIN.US has created this Privacy Policy in order to demonstrate our commitment to the privacy and protection of your information. As part of the normal operation of services, we collect, retain, protect and, in some instances, disclose information about you. To better protect your privacy, we provide this notice explaining our information practices and the choices you can make about the way your information is collected and used. By using the Site, or affiliating with the Network, either as an Affiliate or Merchant, you are accepting the terms of this Privacy Policy and you are consenting to the Network's practices outlined herein. Any defined term used herein, but not defined herein, shall have the meaning ascribed to the term in the Terms of Use.

### **1. Information Collected During Your Use of the XOSKIN.US Service**

In order to register as an Affiliate or Merchant, Users are required to provide contact information (e.g., your name and email address), unique identifiers (e.g., your password), and demographic information (e.g., your zip code). Certain information, such as passwords and email addresses, is collected in order to verify your identity to access our services and is stored in our systems. Other information is provided to verify your identity and allow for proper communications and business dealings between the Network, Affiliates and Merchants.

### **2. Our Use of Your Information**

We may use User contact information from any registration form to send Users information about product updates, alerts and other service announcements. We may use your IP address to help protect each party against fraud. We will retain all of this information in Network databases for as long as it is necessary and relevant for necessary uses to comply with the Terms of Use or any Merchant Agreement, Merchant Program, governmental investigation, or other such proceeding.

### **3. Our Disclosure of Your Information**

We never use or share the personally identifiable information, provided to us online, in ways unrelated to the ones described in this Privacy Policy and without also providing you an opportunity to opt out or otherwise prohibit such unrelated uses, except as provided below. Personally, identifiable information required to be shared with Merchants for any Merchant Programs Affiliates join, will be communicated to Merchants for purposes of verifying and transmitting commissions. XOSKIN.US will never willfully sell, lease, or rent any of your or your business' personally identifiable information to any third party.

#### **4. Security**

In order to maximize the protection of your information, XOSKIN.US uses state-of-the-art technology to protect your data from use, misuse, or alteration by unauthorized third parties. Currently, we use Secure Sockets Layer (SSL) protocol to protect your data and secure your transactions. SSL encrypts all your personal information, including your credit card number, name, and address, as it is transmitted over the Internet. Your data is protected through reasonable and appropriate security measures, including but not limited to logical access restrictions, physical hardware and security restrictions, network restrictions, system access restrictions, and the principle of least privilege.

#### **5. General**

This Privacy Policy is incorporated into and subject to the terms of the AvantLink.com Terms of Use.

If you have any questions about this privacy statement or the practices of this Site, please contact us at [info@xoskin.us](mailto:info@xoskin.us)

#### **Accepted Use**

Affiliate must comply to all accepted terms of use as defined in this Affiliate Agreement. Network provided technology and scripts cannot be altered from the way they are packaged and delivered. Affiliate may not artificially inflate traffic or click counts to merchant sites using any device, program, script, robot or any other fabricated means. Affiliate cannot publish or otherwise promote any content, or site, which is libelous, obscene, pornographic, abusive, fraudulent or in violation of any law.

**By reading this document prior to application | registration on the xoskin.us web site it is understood all terms and conditions are agreed upon with this inquiry to become an affiliate.**