

ImpressArt® Affiliate Terms & Conditions

Updated 03/22/2021

OVERVIEW

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in ImpressArt's Affiliate Program. The purpose of this Agreement is to allow HTML and display linking between your web pages and the ImpressArt.com website.

As a condition in your participation in the ImpressArt affiliate program, each Affiliate is responsible for assuring that its employees, agents and contractors comply with these terms and conditions.

Affiliate terms and conditions are subject to change.

DEFINITIONS

As used in these terms and conditions: (i) "We", "us", or "our" refers to ImpressArt and our website; (ii) "you" or "your" refers to the Affiliate; (iii) "our website" refers to the ImpressArt properties located at www.ImpressArt.com; (iv) "your website" refers to any websites that you will link to our website; (v) "Program" refers to the ImpressArt Affiliate Program.

ENROLLMENT

After receiving your application, we will review your website and notify you of your acceptance or rejection into our Program. Please allow up to 3 business days for your application to be reviewed.

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 the websites that you use in your profile will help us make a better decision. Even if you are accepted to participate in the Program and your site is later determined (in our sole discretion) to be unsuitable based on our criteria for the Program, we may terminate this agreement.

WEBSITE RESTRICTIONS

Your participating website(s) may be found unsuitable if it falls under any of the following conditions.

Conditions are, but not limited to, sites that:

- Infringe on our or anyone else's intellectual property, publicity, privacy or other rights.
- Violate any law, rule or regulation.
- Contain any content that is threatening, harassing, defamatory, obscene, harmful to minors, or contains sexually explicit materials.
- Contain any viruses, malware, or spyware.
- 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.

IMPRESSART RIGHTS & OBLIGATIONS

We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement.

We may notify you of any changes to your site that we feel should be made, including but not limited to product descriptions, product usage, product education, product portrayal, or to make sure that your links to our web site are appropriate and to notify further you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the ImpressArts Affiliate Program.

ImpressArts reserves the right to terminate this Agreement and your participation in the ImpressArts Affiliate Program immediately and without notice to you should you commit fraud in your use of the ImpressArts Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected, ImpressArts shall not be liable to you for any commissions for such fraudulent sales.

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:

You will only use linking code obtained from the affiliate interface without manipulation.

All domains that use your affiliate link must be listed in your affiliate profile.

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.

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 (e.g. the page from where the click is originating).

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. If you are found redirecting links to hide or manipulate their original source, your current and past commissions will be voided or your commission level will be set to 0%. This does not include using "out" redirects from the same domain where the affiliate link is placed.

MODIFICATION

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such an event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and ImpressArts's Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in ImpressArt's Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

COMMISSION GENERATION

You are only eligible to earn commission on sales of qualifying products or qualifying actions occurring during the term of this agreement. You will earn commission based on the net price, less any coupon or customer discounts, of qualifying products and/or on net new number of qualified actions, according to the current published rates established by ImpressArt and communicated to you upon acceptance of this agreement. Commission regulation rules are subject to change.

PPC GUIDELINES

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

You may not bid on any of our trademarked terms (which are identified below), including any variations or misspellings thereof for search or content-based campaigns on Google, Bing, Facebook, Pinterest, or any other network.

You may not use our trademarked terms in sequence with any other keyword (e.g. ImpressArt Coupons).

You may not use our trademarked terms in your ad title, ad copy, display name or as the display URL.

You may not direct link to our website from any Pay Per Click ad or use redirects that yield the same result. Affiliate links must be directed to an actual page on your website.

You may not bid in any manner appearing higher than ImpressArt for any search term in positions 1-5 in any auction style pay-per-click advertising program.

If you automate your PPC campaigns, it is your responsibility to exclude our trademarked terms from your program and we strongly suggest you add our trademarked terms as negative keywords. We have a strict no-tolerance policy on 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.

Trademarked Terms: ImpressArt, ImpressArt.com

COUPON GUIDELINES

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

You may ONLY advertise coupon codes that are provided to you through the affiliate program. Posting any information about how to work around the requirements of a coupon/promotion (e.g. first-time customers only) will result in removal from the program.

Coupons must be displayed in their entirety with the full offer, valid expiration date and code. You may NOT use any technology that covers up the coupon code and generates the affiliate click by revealing the code(s).

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.

You may NOT give the appearance that any ongoing offer requires clicking from your website in order to redeem. For example, if all items on the site have free shipping over \$100, you may not turn this into an offer that infers that the customer must click from your site to get this deal. Additionally, if your website ranks on the first page of Google for terms related to our website or company name(s) combined with the words coupon, coupons, coupon code, promo code, etc. and/or your conversion rate exceeds 15%, you may be offered a lower commission than our standard rate. The current rate is 2%.

COUPON ATTRIBUTION & AUTHENTICATION

Affiliates whose primary business is posting coupons, who are viewed by the program as being a coupon site, and/or who are tagged as “coupon” in our system, may not be paid commissions for sales generated without a corresponding valid coupon code. Valid codes are defined as codes that are made available to the affiliate channel in general, through newsletters or the Deals Database in ShareaSale, and directly or privately to affiliates. Coupon codes that are not real, expired, not specific (e.g. up to 40% off sale items) or are long-term sitewide offers that do not require a code may not be considered valid codes and the affiliate will not be given commission on these orders.

NEW PUBLISHER COUPON

All approved Affiliates will receive a one-time 30% off coupon code to ImpressArt.com.

Coupon cannot be used on Custom Stamps, Ultra Detail Stamps, Gift Cards, or during sitewide sales.

If you are enrolled in ImpressArt’s Artisan Rewards Program at the *Designer*, *Artisan*, or *ImpressArtisan* level, your Rewards discount will be factored in, and the Affiliate Program Coupon Code will be reduced, in order to maintain a 30% discount.

- VIP: will receive full 30% off coupon code

- Designer: will receive adjusted code of 17.65%
- Artisan: will receive adjusted code of 12.5%
- ImpressArtisans: will not receive a code

DOMAIN NAMES

Use of any of our trademarked terms as part of the domain or subdomain for your website is strictly prohibited e.g. ImpressArt.website.com or www.ImpressArt-coupons.com

ADVERTISING & PUBLICITY

You shall not create, publish, distribute, or print any written material that makes reference to our Program without first submitting that material to us and receiving our prior written consent. If you intend to promote our Program via e-mail campaigns, you must adhere to the following:

Abide by the CAN-SPAM Act of 2003 (Public Law No. 108-187) with respect to our Program.

E-mail must be sent on your behalf and must not imply that the e-mail is being sent on behalf of ImpressArt.

E-mails must first be submitted to us for approval prior to being sent or we must be sent a copy of the e-mail.

SOCIAL MEDIA

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

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.

According to current FTC guidelines, social media posts on your own social accounts must include appropriate hashtags. Hashtags and disclaimers are subject to change over time and it's your responsibility to review and comply with current guidelines as policies may change over time.

You ARE PROHIBITED from posting your affiliate links on ImpressArt's Facebook, Twitter, Pinterest, etc. company pages in an attempt to turn those links into affiliate sales.

You ARE PROHIBITED from running Facebook ads with ImpressArt's trademarked company Name.

You ARE PROHIBITED from creating a social media account that includes ImpressArt's trademark in the page name and/or username.

NON-DISPARAGEMENT

You agree, for the term of being an affiliate of ImpressArt and for five (5) years after, not to disparage ImpressArt, its officers, directors, employees, shareholders, and agents, in any manner likely to be harmful to its or their business, business reputation, or personal reputation.

OPERATIONS OUTSIDE UNITED STATES

If you are conducting business in or taking orders from persons in other countries, you will follow the laws of those countries. For example, you will comply with the European Union's Privacy and Electronic Communications Directive if you are conducting business in or taking orders from persons in one or more of the European Union countries.

REVERSAL & COMMUNICATION POLICY

ImpressArt reserves 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.

The following are violations of our communications policy:

You are not forthcoming, intentionally vague or are found to be lying.

You are not responsive within a reasonable time period and after multiple attempts to contact with information listed in your network profile.

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 of 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 proactively address these issues and adhere to our program rules.

FTC DISCLOSURE REQUIREMENTS

You shall 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.

Disclosures must be made as close as possible to the claims.

Disclosures should be placed above the fold; scrolling should not be necessary to find the disclosure.

Pop-up disclosures are prohibited.

For more information about FTC disclosure requirements, please review the FTC's "Dot Com Disclosures" Guidelines at:

<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf>

and the FTC's Endorsement Guidelines at:

<https://www.ftc.gov/tips-advice/business-center/advertising-and-marketing/endorsements%2C-influencers%2C-and-reviews>

MISCELLANEOUS

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

INDEMNIFICATION

You hereby agree to indemnify and hold harmless ImpressArt and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.