

May 2011

LittleMissMatched

## **AFFILIATE PROGRAM TERMS AND CONDITIONS**

This Agreement (hereinafter the "Agreement") is made by and agreed to between Mismatched, Inc. dba LittleMisMatched ("Advertiser"), and you ("Publisher"). The terms and conditions outlined below govern your participation in Advertiser's Affiliate Marketing Program ("Program") as offered through various affiliate networks such as Share a Sale and Affiliate Future ("Affiliate Network"). Publishers are required at all times to acknowledge and comply with all the terms outlined below. Failure to do so can result in loss of commissions and/or removal from Advertiser's Program.

Publisher acknowledges and agrees that participation in our affiliate program in any form or manner constitutes unconditional acceptance of these terms and conditions.

**Coupon and Code Offers:** At no time is Publisher allowed to use any coupon offer, source code offer, or code offer of any kind which utilizes special offers and codes created by Advertiser if not made available to Publisher within a qualifying Link directly through the Affiliate Network, and all such uses are prohibited.

Publisher is prohibited from linking directly to Advertiser's site in any way other than directly from Publisher's site. For example, Publisher may not purchase PPC links that redirect to Advertiser's site. Paid links must land directly on a landing page on Publisher's site that complies with Advertiser's policies.

Publisher is responsible for maintaining Advertiser's URL and tracking as retrieved from the interface and must publish such links without modifying the URL in any way. Publisher is responsible for notifying Advertiser and/or the Affiliate Network of any malfunctioning of the Links, Tracking Codes, or other problems with Publisher's participation in the Program/Campaign.

## **NON-COMPETE: PUBLISHER IS PROHIBITED AND AGREES TO REFRAIN FROM THE FOLLOWING ACTIVITIES**

- A. *purchasing or bidding on any word, phrase, URL, trademark, misspelling or variation thereof which is derived from Advertiser's registered or unregistered trademarks and service marks;*
- B. *purchasing or bidding on any word, phrase, URL, trademark, misspelling or variation thereof which causes click-throughs to land directly on any Advertiser owned or operated URL;*
- C. *bidding or, in any manner, appearing higher than Advertiser for any search term in position 1-5 in any auction style pay-per-click advertising program;*
- D. *incorporating, in any manner, on Publisher's Site(s) any coupon offer, source code offer, or code offer of any kind which utilizes special offers and codes created by Advertiser if not made available to Publisher within a qualifying Link.*

No Payout may be paid for amounts due to Publisher in the event that Publisher is found by Advertiser to have violated the Publisher's covenant not to compete contained in this Section.

The license granted to Publisher does not include and the following uses are expressly prohibited: uses of the Advertiser's name, logo, trademark, or service mark which represent the "brand" name of the catalog company ("Brand") in any manner whatsoever in connection with an agreement with a third party -- whether written or oral, whether free or paid -- to advertise, market, or promote the Brand or Publisher. Violation of the terms of this license shall be cause for immediate termination as a Publisher for Advertiser.

## **Guidelines for Using the LittleMissMatched® Trademark and/or creative assets of MissMatched, Inc.**

These guidelines apply to your use of **LittleMissMatched®** (the "Trademark") and/or image assets in content and context that have been approved by us.

- No copying of any image on the Advertiser's web site except for those links specifically provided to you under this Agreement.
- You may use the Trademark only for purposes expressly authorized by us.
- You may not modify the Trademark in any manner. For example, you may not change the proportion, color, or font of the Trademark.
- You may not display the Trademark in any manner that implies endorsement by Advertiser outside of your involvement in the Affiliate Network Service.
- You may not use the Trademark to disparage **LittleMissMatched®**, its products or services, or in a manner which, in our reasonable judgment, may diminish or otherwise damage our good will in the Trademark.
- The Trademark must appear by itself, with reasonable spacing (at least the height of the Trademark) between each side of the Trademark and any other graphic or textual image.
- You must use the ® or ™ symbol next to the Trademark, where appropriate.
- You must include the following statement in your materials that include the Trademark:  
**LittleMissMatched®** is the registered trademark of Advertiser and is used with their permission.

You acknowledge that all rights to the Trademark are the exclusive property of Advertiser and all good will generated through your use of the Trademark will inure to our benefit. We reserve the right in our sole discretion to modify these guidelines at any time upon prior written notice. We reserve the right to take action against any use that does not conform to these guidelines. Violation of any of the terms of these trademark guidelines shall be cause for immediate termination as a Publisher for Advertiser.

## **Guidelines for Using the Advertiser's Product Feed:**

Using the data feed is an option to Publishers. The following guidelines apply to your use of Advertiser Product Database from the Affiliate Network Service:

The feed may only be used to promote Advertiser's product directly on the Publisher's web site and may not be syndicated to a third party.

The data included in the data feed may not be altered in any fashion. Additionally, you may not augment the data in any fashion.

Violation of any of the terms of these guidelines for using Advertiser's Product Database from Affiliate Network Service shall be cause for immediate termination as a Publisher.

Failure of Publisher to adhere to any of the terms and conditions herein shall be grounds for termination in Advertiser's sole and absolute discretion. Furthermore, Advertiser, in its sole and absolute discretion, shall have the right to withhold any commissions owed to Publisher (or seek reimbursement from Publisher) directly related to and in the event of such breach.

## **COPPA Compliance**

Publisher agrees to comply and abide by the Child Online Privacy and Protection Act.