

TodayTix Affiliate Terms & Conditions

Updated 04/03/2018

Please read our affiliate terms and conditions carefully before you join our program or begin marketing our 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 so please check these terms frequently as once updated, you will be bound to the change. Thank you.

DEFINITIONS

As used in these terms and conditions: (i) “We”, “us”, or “our” refers to TodayTix, Inc. and our website; (ii) “Affiliate,” “you” or “your” refers to the affiliate who is accepted by us into the Program; (iii) “our website” refers to the TodayTix properties located at www.TodayTix.com; (iv) “your website” refers to any websites that you will link to our website; (v) “Program” refers to the TodayTix 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 48 hours 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.

WEBSITE RESTRICTIONS

Your participating website(s) may not:

1. Infringe on our or any anyone else’s intellectual property, publicity, privacy or other rights.
2. Violate any law, rule or regulation.
3. Contain any content that is for the sale, export or use of illegal substances, illegal gambling, discriminatory, threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography or sexually explicit materials.
4. Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information.
5. 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.

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.

1. You will only use linking code obtained from the affiliate interface without manipulation.
2. All domains that use your affiliate link must be listed in your affiliate profile.
3. 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.
4. 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 (i.e. the page from where the click is originating).
5. 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 committing any fraudulent activities including 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.

PPC GUIDELINES

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

1. You may not bid on any of our trademarked terms (which are identified below and updated by TodayTix from time to time), including any variations or misspellings thereof for search or content based campaigns on Google, MSN, Yahoo, Facebook or any other network.
2. You may not use our trademarked terms in sequence with any other keyword (i.e. TodayTix Coupons).
3. You may not use our trademarked terms in your ad title, ad copy, display name or as the display url.
4. 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.
5. You may not bid in any manner appearing higher than TodayTix for any search term in position 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: TodayTix, TodayTix.com, Today Tix, TodaysTix, Todays Tix, Today Tickets, TodayTicks, Today Ticks

COUPON GUIDELINES

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

1. You may ONLY advertise coupon codes that are provided to you through the affiliate program.
2. Posting any information about how to work around the requirements of a coupon/promotion (ie first time customers only) will result in removal from the program.
3. Coupons must be displayed in their entirety with the full offer, valid expiration date and code.
4. You may NOT use any technology that covers up the coupon code and generates the affiliate click by revealing the code(s).
5. 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.
6. 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 25%, you may be offered a lower commission than our standard rate to offset the reduced profitability of orders. The current rate is 0%.

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 links, and directly or privately to affiliates. Coupon codes that are not real, expired, not specific (i.e. 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.

SUB-AFFILIATE NETWORKS

Promoting TodayTix through a sub-affiliate network is permitted, but you remain responsible for all sub-affiliates and you must be completely transparent with regards to where traffic from your sub-affiliates originated. Sub-affiliate networks must agree and must ensure that all sub-affiliates promoting the TodayTix program agree in writing to our program terms and conditions (or terms no less protective of us these terms and conditions). This includes restrictions on advertising through toolbars, browser extensions, and through any paid placements such as a pay-per-click campaigns. Sub-affiliate networks must also receive approval prior to allowing any type of coupon sub-affiliate to promote the TodayTix program.

Failure to comply with our sub-affiliate network terms may result in a loss and/or reduction of commission from sales made through any sub-affiliate that does not comply with our program terms.

DOMAIN NAMES

Use of any of our trademarked terms as part of the domain or sub-domain for your website is strictly prohibited i.e., TodayTix.website.com or www.TodayTix-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. Regardless, however, of any review or consent by us, you are still responsible and liable for your compliance with the terms of the Program. If you intend to promote our Program via e-mail campaigns, you must also adhere to the following:

1. Abide by the CAN-SPAM Act of 2003 (Public Law No. 108-187) with respect to our Program.
2. E-mail must be sent on your behalf and must not imply that the e-mail is being sent on behalf of TodayTix.
3. 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, Twitter, and other social media platforms is permitted so long as in compliance with all terms applicable to such social media platforms as well as the following general guidelines:

1. 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. For example: You may post, "25% off sale at TodayTix through Wednesday with code TodayTix25."
2. You ARE PROHIBITED from posting your affiliate links on TodayTix's Facebook, Twitter, Pinterest, etc. company pages in an attempt to turn those links into affiliate sales.
3. You ARE PROHIBITED from running Facebook ads with TodayTix's trademarked company name.
4. You ARE PROHIBITED from creating a social media account that includes TodayTix's trademark in the page name and/or username.

OPERATIONS OUTSIDE UNITED STATES

If you are conducting business in or taking orders or collecting data from persons outside the United States, you will comply with laws, rules and regulations of those countries, as well as the laws, rules and regulations of the United

States. You will maintain a privacy policy on all of your websites that complies with all applicable laws, rules, regulations, and self-regulatory principles. The privacy policy, shall, at minimum, be linked conspicuously from all of your website home pages and any page that is used in connection with these terms, with a link that contains the word “Privacy Policy”, “Legal”, or similar language. Such privacy policy shall, in addition to the disclosures about your privacy practices, identify the collection, disclosure and use of any information of users and such other disclosures required by applicable law, rule and/or regulation and offer individuals an opportunity to exercise choice with respect to their personal information as required by any applicable law, rule or regulation including the ability for users to opt-out of the collection or use of data on any of your websites. Such privacy policy shall also provide information regarding your sharing data with us, as applicable and all information on your use of tracking devices, including cookies and web beacons. Your privacy policy will also include information about the removal of tracking devices. If you operate your website from a European Economic Area (“EEA”) member state or Switzerland, or your website receives or targets users from EEA member states or Switzerland, then you agree that you are subject to the EU Privacy Laws (as defined below) and hereby agree that you will: (i) Comply with the EU Privacy Laws; (ii) Inform users in a prominent manner that you use tracking devices and cookies for advertising purposes; and (iii) Obtain users consent to place tracking devices, such as cookies on such users’ computers and provide, where required, information regarding the option to opt-out or remove cookies or other tracking devices in compliance with any applicable laws, rules and/or regulations. You also represent and warrant, and agree that you are in compliance with all of the obligations you may have under EU Privacy Laws relating to data and information, including obtaining all necessary consents from users in order for us to use data and information you provide to us. Upon our request, you shall furnish to us proof of the applicable user’s consent to such use of data and information, including consent to the use of tracking devices and you will take all steps reasonably requested by us to ensure our compliance with applicable data protection law, including EU Privacy Law. “EU Privacy Laws” means privacy laws of the EEA including the European General Data Protection Regulation, European Union Data Privacy Directive, the European Union Privacy Directive and any local implementing laws, including any subsequent legislation replacing or amending any such laws from time to time.

PROHIBITION AGAINST SOLICITATION FOR RESIDENT AFFILIATES IN SELECT STATES

By accepting the terms and becoming an approved TodayTix publisher, you agree that you will comply with your states tax compliance laws, in addition to the related items listed below.

As a condition of participation in the TodayTix Affiliate Program, Affiliate (or Sub-Affiliate) agrees that its solicitation activities on behalf of TodayTix within Arkansas, California, Connecticut, Georgia, Illinois, Kansas, Louisiana, Maine, Michigan, Minnesota, Missouri, Nevada, New Jersey, New York, North Carolina, Oklahoma, Pennsylvania, Rhode Island, Tennessee, and Vermont are prohibited from engaging in any solicitation activities that refer potential customers to TodayTix including, but not limited to: distributing flyers, coupons, newsletters and other printed promotional materials, or electronic equivalents; verbal solicitation (e.g., in-person referrals); initiating telephone calls; and sending e-mails. In addition, if the resident Affiliate (or Sub-Affiliate) is an organization such as a club or a non-profit group, the contract or agreement must provide that the organization will maintain on its Web site information alerting its members to the prohibition against each of the solicitation activities. By agreeing to these terms each resident Affiliate (or Sub-Affiliate) is confirming that the Affiliate will not and has not engaged in any prohibited solicitation activities, at any time during the partnership and shall be limited to only providing a link on the Affiliate’s website to TodayTix’s own website. Should affiliates move to one of the states listed above, they are required to provide notice and re-agree to the terms. Such terms will be distributed to the contact on file. The agreement of the terms and any information submitted is subject to verification and audit by various state taxing authorities. Affiliate further acknowledges that state tax laws are subject to change at any time and such changes may render Affiliates (or Sub-Affiliates) in certain states ineligible for continued participation in the TodayTix Affiliate Program. TodayTix reserves the right to remove any Affiliate from the Affiliate Program at any time for any reason.

REVERSAL & COMMUNICATION POLICY

TodayTix takes pride in its very low reversal rate, which we attribute to open communication with our affiliates. However, we reserve 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. Below are examples of violations of our communications policy.

1. You are not forthcoming, intentionally vague or are found to be lying.
2. You are not responsive within a reasonable time period and after multiple attempts to contact with information listed in your network profile.
3. You cannot substantiate or validate the source of your traffic to our program with clear and demonstrable proof.

If any of the above apply, or we otherwise believe you are in violation of these terms and conditions, then we reserve the absolute right to reverse orders, set your commission to 0% or suspend you from the program for the period or 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 pro-actively address these issues and adhere to our program rules.

FTC DISCLOSURE REQUIREMENTS

You must 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 at the beginning of the claims and may not appear solely in a “Terms of Use”, “Legal”, “About Us” or other linked page.
- Disclosures should be placed above the fold; scrolling should not be necessary to find the disclosure. (e.g., disclosure should be visible before the jump).
- Pop-up, hover state and button disclosures are prohibited.
- Disclosure policy applies to all social media, even when space is restricted (e.g., tweets).
- Disclosures should be made in the same medium as the claim (e.g. video, text).

For more information about FTC disclosure requirements, please review the FTC's "Dot Com Disclosures" Guidelines at <http://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf> (example 21) and the FTC's Endorsement Guidelines at <http://business.ftc.gov/advertising-and-marketing/endorsements>

If you engage in so called “native advertising”, you further agree to comply with the FTC’s Enforcement Policy Statement on Deceptively Formatted Advertisements at https://www.ftc.gov/system/files/documents/public_statements/896923/151222deceptiveenforcement.pdf and the related guidelines.

THE PROGRAM IS PROVIDED BY US "AS IS" AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OR STATUTORY INCLUDING ANY WARRANTY AS TO ACCURACY, COMPLETENESS, CURRENTNESS, SECURITY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF OR THAT YOUR USE OF SAME WILL BE UNINTERRUPTED OR ERROR-FREE, OR ANY RESULTS OF THE PROGRAM.

YOU AGREE THAT THE TOTAL LIABILITY OF US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES ("TODAYTIX PARTIES"), TO YOU OR ANY THIRD PARTY, FOR ANY CLAIMS MADE UNDER THIS AGREEMENT, WILL NOT, IN THE AGGREGATE, EXCEED USD\$1,000. NONE OF THE TODAYTIX PARTIES WILL BE LIABLE TO YOU (WHETHER IN CONTRACT OR BASED ON WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, EVEN IF SUCH ENTITY WAS AWARE THAT SUCH DAMAGES COULD RESULT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF CERTAIN LIABILITIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

You agree to defend, indemnify and hold harmless the TodayTix Parties, from and against any and all claims, actions, demands, liabilities, losses, damages, penalties, interest, judgments, settlements, costs and expenses (including reasonable attorneys' fees) that directly or indirectly arise out of or are based on any breach of any representation, warranty, or covenant made by you under these terms and conditions, or your negligence or willful misconduct. You shall not settle any claim without our prior written consent.

The parties to these terms are independent contractors and not partners or joint venturers. You will not assign or delegate any of the rights or obligations under these terms, and any such attempted assignment or delegation shall be void. Subject to the foregoing, these terms are binding on and inure to the benefit of the respective successors, heirs and assigns of each party. If any portion of these terms is held by a court with jurisdiction to be invalid or unenforceable, the remaining portions hereof, shall remain in full force and effect. If any provision of these terms shall be judicially unenforceable in any jurisdiction, such provision shall not be affected with respect to any other jurisdiction. These terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. Except for actions seeking equitable or injunctive relief, any dispute, controversy or claim arising out of or relating to these terms, shall be resolved by way of arbitration pursuant to the commercial rules of the American Arbitration in New York, New York, in English. The arbitration award shall be final, binding and incontestable and judgment thereon may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party shall be entitled to apply to any court of competent jurisdiction for injunctive relief, without bond, to restrain any actual or threatened conduct in violation of these terms or to specifically enforce any party's obligations under these terms. These terms are the entire agreement between the parties pertaining to its subject matter, and supersedes all prior written or oral agreements. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER PARTY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.