

AFFILIATE MARKETING PROGRAM TERMS

These Affiliate Marketing Program Terms describe Shippo's Affiliate Marketing Program (“**Program**”) and the terms by which you may participate in the Program. You accept and agree to be bound by this Agreement and to participate in the Program. You do not have to accept these terms, but you may not participate in the Program or receive any Referral Fees unless you do. **IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT PARTICIPATE IN THE PROGRAM IN ANY MANNER.**

Welcome to Shippo’s Affiliate Marketing Program. Please read on to learn the rules and restrictions that govern your participation in the Program.

This Agreement is a binding contract between you and Popout, Inc. d/b/a Shippo. You must agree to and accept all of the terms and conditions of this Agreement, or you don’t have the right to participate in the Program. Your participation in the Program in any way means that you agree to all of the terms and conditions of this Agreement, and this Agreement will remain in effect while you participate in the Program. This Agreement includes the provisions in this document, as well as those in the [Shippo Privacy Notice](#).

1. DEFINITIONS

- a. “**Agreement**” means these Affiliate Marketing Program Terms together with any order form or other transactional document which incorporates these terms and any other terms which may be referenced by either of the foregoing.
- b. “**Company**” means the legal entity who accepts these terms and agrees to enter into this affiliate relationship with Shippo as evidenced by the actions of itself or its representative.
- c. “**Company Affiliate Link**” means a unique link or other code or functionality provided by or on behalf of Shippo to Company to be displayed on a Company Website or embedded into Company Materials.
- d. “**Company Materials**” means promotional materials, ads, or other content used by Company to direct traffic to Shippo, including its website, podcast, and/or mobile application.
- e. “**Company Website**” means the domain(s), URL(s), or mobile application(s) owned and operated by Company.
- f. “**Effective Date**” means the date that Company, itself or through its authorized representative, agrees to these terms.
- g. “**Fees**” or “**Referral Fees**” means the fees described in Section 3(a) which are offered as the full and complete consideration for Company’s participation in the Program.
- h. “**Program**” means the Affiliate Marketing Program described in these terms.
- i. “**Promotional Activities**” means Company’s performance pursuant to this Agreement, in particular the activities described in Section 2.

j. “**Shippo**” means Popout, Inc. dba Shippo or its affiliate who has entered into this Agreement with Company.

k. “**Valid Conversion**” means a bona fide, non-fraudulent, new Shippo Pro Plan user, and the customer’s Shippo account is not canceled or suspended for any reason within thirty (30) days of the account being created.

2. AFFILIATE PROGRAM DETAILS

a. Upon acceptance into the Program, Company will be provided with one or more Company Affiliate Link(s) that Company may display on the Company Website or embed into Company Materials, in each case as approved by Shippo and as provided directly by Shippo or by Shippo’s affiliate program partner (“**Shippo Affiliate Site**”). Company may not allow any third party to display, embed, or otherwise use any Company Affiliate Link without Shippo’s prior written authorization. In any case, Company is responsible for the use of all Company Affiliate Links and must ensure any such use complies with this Agreement.

b. Company Affiliate Links are eligible for one time use per referred individual, and Company will receive a Fee payment for the initial Valid Conversion only, regardless of any additional purchases made by the same customer. Company will only be eligible to receive a Fee for any Valid Conversion that is derived from Company Affiliate Links that Shippo makes available to Company and are accepted by Shippo.

c. A purchase using a Company Affiliate Link is not considered valid, and a Valid Conversion will not result, if it is redeemed after this Agreement has expired or terminated.

d. Company Affiliate Links will be deemed void and will not be eligible for a Fee if a Company Affiliate Link is distributed in a manner that is not approved by Shippo, is distributed fraudulently or to individuals that are not bona fide customers, is distributed in violation of this Agreement or is otherwise distributed by any party other than Company.

e. Company may not otherwise incentivize or otherwise pay individuals to distribute or use Company Affiliate Links.

f. Company’s customer that signs up for service with Shippo and meets the requirements for a Valid Conversion may receive a benefit (e.g, shipping credit from Shippo) for doing so. The benefit, if any, shall be set forth on the Shippo Affiliate Site. Shippo reserves the right to modify the benefit from time to time, in its sole discretion. Shippo may, from time to time and at its sole discretion, present additional or alternate benefits to Company’s customers. The parties will confirm any change in the customer benefit in writing (email sufficient) prior to Company offering the benefit to its customers.

3. FEES

a. **Fees.** Subject to the terms and conditions of this Agreement, Shippo will pay Company a Fee as an affiliate commission. The Fee rates and terms and conditions shall be set forth on the Shippo Affiliate Site. Shippo reserves the right to modify the Fee rate from time to time, in its sole discretion. Shippo will be entitled to withhold, deduct and set off from any payments to be made to you hereunder any sums owed by you to Shippo, whether in connection with this Agreement (including any breach hereof by you) or otherwise. Company agrees that such Fee constitutes the full and complete consideration for Company’s performance of the Promotional Activities hereunder, for all rights acquired by Shippo, and that no other fees will be owed by Shippo under this Agreement. Company acknowledges and agrees that

it will be Company's obligation to report as income all compensation received by Company pursuant to this Agreement and to pay any applicable taxes, including interest and penalties thereon, in connection with any payments made to Company by Shippo pursuant to this Agreement.

b. **Payment Terms.** Company must follow the payment account set up process, as described by Shippo or its designated affiliate program partner, in order to receive payment. All payments will be made by Shippo's designated affiliate program partner pursuant to Company's agreement with such partner.

4. CONFIDENTIALITY

a. **Obligations.** During the term of this Agreement, the parties may, from time to time, disclose certain non-public or proprietary information ("**Confidential Information**") to each other. Confidential Information means any information exchanged between the parties, which is (i) marked "confidential" or "proprietary" at the time of disclosure; or (ii) by its nature or content is reasonably distinguishable as confidential or proprietary to the receiving party, including without limitation, information regarding a party's technology, designs, techniques, research, know-how, specifications, product or business plans, pricing, customer, applicant or employee information, user data, personal data, strategic information, policies or practices, and other business or technical information, including the terms and conditions of this Agreement. During the term of this Agreement and at all times thereafter, each party will (i) hold all Confidential Information in strict trust and confidence, (ii) protect such Confidential Information with at least the same degree of care that such party uses to protect its own confidential information, but in no case, less than a reasonable degree of care, (iii) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement, (iv) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the other party's express prior written consent on a case-by-case basis, (v) limit access to the Confidential Information to such party's employees, agents and contractors who have a need to have such access in order for the party to perform its obligations under this Agreement, and (vi) promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

b. **Exceptions.** Confidential Information excludes information that (a) is made generally available prior to disclosure; (b) becomes publicly available through no act or omission by the receiving party; (c) was already in the receiving party's possession without restriction before receipt from the disclosing party; (d) is rightfully disclosed to the receiving party by a third party without restriction; or (e) the receiving party independently developed without use of or reference to Confidential Information. A party may disclose the other party's Confidential Information as required by law if the receiving party: (i) reasonably notifies the disclosing party in writing prior to disclosure, unless notice is prohibited by law; and (ii) discloses only that portion legally required.

c. **Return.** Upon the Discloser's request at any time and upon any termination or expiration of this Agreement, the Recipient will promptly return to the Discloser or, if so directed by the Discloser, destroy all tangible embodiments of the Confidential Information (in every form and medium).

d. **Personal Data Protection.** Notwithstanding any other provisions of this Agreement, (i) the obligations of confidentiality shall extend indefinitely as it relates to Shippo's personal data, customer information and user data (collectively, "**Shippo Data**") and shall survive termination or expiration of this Agreement; and (ii) none of the exceptions set forth above apply to any Shippo Data regardless of whether it was provided to, generated by or processed by Company personnel or on behalf of Company personnel. This restriction applies regardless of whether such Shippo Data may be publicly available or otherwise qualify for exclusion under any of the other provisions of this Section 4. Company may use or disclose any information that may be the same as any Shippo Data, but which Company can demonstrate

by documentary evidence was: (a) obtained by Company without access to, reference to or use of any Shippo Data; and (b) at all times maintained separately from and not in any way combined, commingled, compared, benchmarked or in any way associated with any Shippo Data.

5. COMPANY OBLIGATIONS

a. **General Restrictions.** Company must adhere to the posted policies, guidelines, and terms of use on any platform on which it posts content on behalf of Shippo, understanding that any platform disclosure requirements may not, alone, satisfy FTC disclosure requirements. Company must comply with the additional guidelines and instructions provided by Shippo and may not do any of the following, whether in relation to this Agreement or in a way that might be attributed to Shippo:

- Offer for sale or solicit products on behalf of Shippo;
- Make deceptive or misleading claims about Shippo's products or services or the products or services of Shippo's competitors, including any claim that is not backed up by substantiating evidence;
- Disparage Shippo or its products or services;
- Impersonate Shippo, including by using Shippo's trademarks, signature colors, or make any comments or post any content that suggests endorsement from or affiliation with Shippo;
- Bid on any Shippo brand terms, including "Shippo" or "GoShippo" or any terms that contain either term, in any search engine auction;
- Engage in any communication that is spammy in nature, defamatory or infringes upon the copyright, trademark, privacy, publicity, or other intellectual property rights of others;
- Make offensive comments with the purpose or effect of creating an intimidating or hostile environment, including posting any content in any forum that promotes bigotry, racism, or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age, or uses ethnic slurs, personal insults, obscenity, or other offensive language;
- Make any comments or post any content that in any way promotes unsafe activities that could lead to an unsafe situation involving Shippo's consumers or other individuals; or
- Create fake followers or engagement on social media platforms, such as: buying followers; using bots to grow audience size by automating account creation, following, commenting, and liking; or post false or misleading sponsored content.

b. **Compliance with FTC Guidance.** Company must comply with the Federal Trade Commission Guides Concerning the Use of Endorsements and Testimonials in Advertising located at <http://www.ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>, as it may be updated from time to time. Notwithstanding the generality of the foregoing, Company may only make statements that reflect Company's honest beliefs, opinions, and experiences and must provide clear and conspicuous disclosure about Company's connection to Shippo in all of Company's content. In addition, Company must read and insure they understand the FTC guidance provided at each of the following links:

- "FTC's Endorsement Guides: What People Are Asking" (<https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>)
- "CSGO Lotto Owners Settle FTC's First-Ever Complaint Against Individual Social Media Influencers" (<https://www.ftc.gov/news-events/press-releases/2017/09/csgo-lotto-owners-settle-ftcs-first-ever-complaint-against>)
- "Disclosures 101 for Social Media Influencers" (https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf)

- “Advice for Social Media Influencers” (<https://www.ftc.gov/news-events/audio-video/video/advice-social-media-influencers>)

c. **Anti-Bribery; Anti-Corruption.** In conformity with the United States Foreign Corrupt Practices Act and all other anti-bribery or anti-corruption laws, Company and its personnel shall not directly or indirectly (i) make any offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government (including a decision not to act) or any other person, or inducing such official or person to use his influence to affect any such act or decision in order to assist Shippo or Company in obtaining, retaining, or directing any business; or (ii) take any other action in violation of anti-bribery or anti-corruption laws or which would cause Shippo to be in violation of such laws.

6. REPRESENTATIONS AND WARRANTIES

a. Company warrants that it will comply at all times with Section 5 and all applicable laws, regulations, and industry best practices.

b. Company warrants that it will conduct all business in a timely, professional, and workmanlike manner in accordance with industry standards and with a degree of care, skill, and expertise as is required for the activities of a similar nature. Company warrants that it will promote Shippo in a manner which reflects favorably at all times on the products, Services, goodwill, and reputation of Shippo.

c. Company warrants that has all rights, consents and permissions, including without limitation intellectual property rights and email recipient consents, necessary and appropriate to grant the rights, perform the Promotional Activities, as provided for herein. Company warrants that it will not, in the course of performing the Promotional Activities, infringe, misappropriate or otherwise violate any intellectual property, privacy or other rights of any third party.

d. Company warrants that it will not: (i) engage in any false or misleading marketing activities; (ii) participate in cookie stuffing or pop-ups or provide any false or misleading links or information; (iii) attempt to mask any referring URL; (iv) use obfuscated or misleading redirects or other tools or methods to generate leads; or (v) offer any unauthorized incentives to encourage purchases or signups.

e. Company warrants that it will not purchase ads that could be understood by any reasonable person as competing with Shippo’s own advertising (by Shippo-branded keywords, for example) or use a Company Affiliate Link to purchase Shippo products or services for use by Company, Company’s officers, directors, or employees, or for any other third party.

7. INDEMNIFICATION

Company will indemnify, defend, and hold harmless Shippo and its affiliates and its and their employees, officers, directors, representatives and agents (each, a “**Shippo Party**”) from and against any and all claims, liabilities, losses, expenses, government fines or penalties, and damages (including attorneys’ and expert witnesses’ costs and fees) arising from or relating to (i) any breach of any representation, warranty, covenant, or obligation of Company in this Agreement, (ii) the failure by Company to comply with all applicable laws and regulations in the performance of its obligations under this Agreement, or (iii) any intentional misconduct or gross negligence by Company or any Company representative in performing the Promotional Activities. In the event of any claim, demand, suit, investigation or action (a “**Claim**”) for which a Shippo Party is or may be entitled to indemnification hereunder, Company agrees to be solely responsible for defending the Claim, subject to Shippo’s right to participate with counsel of its own choosing, at its own expense, and for payment of all judgments, settlements, damages, losses, liabilities,

costs, and expenses, including reasonable attorneys' fees, resulting from the Claim against a Shippo Party, provided that the Company will not agree to any settlement that imposes any obligation or liability on a Shippo Party without Shippo's prior written consent.

8. DISCLAIMERS; LIMITATIONS

a. **SHIPPO MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SHIPPO PRODUCTS, SERVICES, OR CONTENT FOR ANY PURPOSE. SHIPPO SERVICES MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. SHIPPO DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SHIPPO PRODUCTS, AND SERVICE, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

b. **NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE CAUSE OF ACTION AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

c. **SHIPPO'S AGGREGATE LIABILITY RELATED TO THE AGREEMENT AND ARISING UNDER ANY AND ALL CAUSES OF ACTION WILL BE LIMITED TO THE TOTAL FEE AMOUNTS COMPANY HAS ACTUALLY EARNED FOR THE PROMOTIONAL ACTIVITIES IN THE MONTH PRECEDING THE EVENT GIVING RISE TO A CLAIM.**

9. TERM AND TERMINATION

a. **Term; Termination.** The term of the Agreement will commence on the Effective Date and continue for one (1) year thereafter, at which point it will automatically renew for successive one (1) month periods until terminated by either party in accordance with this Section. Either party may terminate this Agreement at any time, without cause or penalty, upon notice to the other party.

b. **Effects of Termination.** Upon termination of this Agreement, Company will: (a) immediately cease all further Promotional Activities and use of all Shippo trademarks; (b) immediately refund to Shippo any amounts pre-paid by Shippo for Promotional Activities that were to be provided after such termination; and (c) unless this Agreement was terminated due to Company's breach, be entitled to Fees earned by Company up to the termination date. In addition, any and all obligations under this Agreement, which by their nature should survive the termination or expiration of this Agreement, shall be deemed to survive the termination or expiration of this Agreement.

10. GENERAL PROVISIONS

a. **Independent Contractor.** Company acknowledges and agrees that its relation to Shippo under this Agreement is that of an independent contractor. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between Shippo and Company. Company is not the agent of Shippo and is not authorized, and must not represent to any third party that it is authorized, to make any commitment or otherwise act on behalf of Shippo. Neither Company nor any of its representatives, employees, or agents, is entitled to or eligible for any benefits that Shippo may make available to its employees, such as group insurance, profit-sharing, or retirement benefits. Shippo will not withhold or make payments for social security, make unemployment insurance

or disability insurance contributions, or obtain workers' compensation insurance on behalf of Company. Company is solely responsible for filing all tax returns and submitting all payments as required by any federal, state, local, or foreign tax authority arising from the payment of fees to Company under this Agreement, and agrees to do so in a timely manner.

b. **No Exclusivity.** This Agreement does not create an exclusive agreement between Company and Shippo. Both Company and Shippo will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

c. **No Assignment.** This Agreement and Company's rights and obligations under this Agreement may not be assigned, delegated, or otherwise transferred, in whole or in part, by operation of law or otherwise, by Company without Shippo's express prior written consent. Subject to the foregoing, this Agreement inures to the benefit of and shall be binding on the Company's permitted assignees, transferees and successors. Any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void.

d. **Publicity.** Company will not disclose its relationship with Shippo without Shippo's prior written consent. If Shippo provides its consent, Company's disclosure will adhere to any brand guidelines or other restrictions communicated by Shippo.

e. **Notices.** All notices, consents, requests, approvals, demands and determinations required or permitted under this Agreement (other than routine operational communications), will be in writing (email to suffice) and will be deemed duly given and received upon actual receipt (or independent confirmation thereof). All notices will be sent to the addresses set forth above. Notices to Shippo by email will be sent to legal@shippo.com and will be deemed delivered upon receipt.

f. **Governing Law; Venue.** This Agreement is governed by the laws of the State of California without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. The parties irrevocably consents to the personal jurisdiction of the federal and state courts located in the Northern District of California for any suit or action arising from or related to this Agreement.

g. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

h. **Changes to This Agreement.** No waiver, modification, or amendment related to this Agreement will be effective unless in writing and signed by both parties, except that Shippo may update this Agreement from time to time, including by adding entirely new terms and deleting existing terms. If the changes are material, Shippo will let you know about the changes in advance. Company's continued participation in the Program after the effective date of the changes constitutes your acceptance of the updated Agreement. If you do not agree with the changes, you may stop participating in the Program.

i. **Entire Agreement.** This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and understandings between the parties. No other document or terms provided by Company will be part of this Agreement or be binding on Shippo. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.