

Proposed Toolbar Policy rev 2/16/2009

## **DEFINITIONS**

A "User" or "Customer" is determined as a person or persons utilizing a computer or other device.

A "Toolbar" is defined as any extension, tool, browser helper, toolbar, or other software directly or indirectly tied in to a Users internet browser.

## **GLOBAL RULES**

At no time should a Toolbar serve any ShareASale ad directly from the Toolbar. (Grounds for immediate termination)

At no time should a Toolbar serve a ShareASale tracking cookie. (Grounds for immediate termination)

At no time should a Toolbar serve a ShareASale link or a automated link redirect which results in a ShareASale link. (Grounds for immediate termination)

At no time should a Toolbar replace, modify, supplement, or in any way cause change to the contents of the web document being currently served. (Grounds for immediate termination)

At no time should a Toolbar attempt to mislead a Customer into further action such as setting a home page, downloading further applications, setting default searches, or similar actions. Any options to do so should require clear instructions and not include language designed to mislead such as "recommended action".

At no time should a Toolbar attempt to mislead a Customer regarding actions directly related to revenue generation such as deceptive prompting, or other behavior.

Download of a Toolbar should be done with full user consent from the Toolbar provider's website or reputable download website partner.

Misleading customers, taking advantage of unknowing internet users, bundling their software with applications aimed at children, holding a poor reputation or history in the industry, representing conflicts of interest, requiring download for membership, or any other reason determined the solely by ShareASale can disqualify an Affiliate from admittance or holding an account on the ShareASale Network. Toolbars can be turned down in their wish to hold a ShareASale account for any reason.

Toolbars directly related to Affiliate Marketing which change state, color, size or include any other notification designed to entice a User to click, and based upon the current URL being visited by the User or the content of the web page being served, will be required to remove all ShareASale merchants from the actions of the Toolbar to the satisfaction of ShareASale.

## **ALLOWANCES**

Affiliates with Toolbars adherent to the above global rules will be allowed acceptance into the ShareASale Network and will be allowed to search for and apply to Merchant Programs.

Affiliates with Toolbars will be required to register their Toolbar with ShareASale for testing as well as compliance. Registration will need to take place prior to an Affiliates application being accepted on ShareASale.

Affiliates who are currently part of the ShareASale Network, and wish to launch a Toolbar must register their Toolbar for testing prior to release of any kind (alpha, beta, full) of their Toolbar.

## **TESTING**

Prior to acceptance and registration on the ShareASale Network, a Toolbar must submit for appropriate testing by ShareASale. A testing fee will be administered upon each test prior to account approval or registration within the Network. If a Toolbar fails this testing, the process will start over at the Toolbar provider's request. At the discretion of ShareASale, the above testing fee may be utilized to compensate for damage caused by possible violations of the Global Rules.

## **COMPLIANCE**

ShareASale will be responsible for monitoring registered Toolbars as well as the acceptance of Toolbars into the network.

Registered Toolbars will have their behavior tracked to allow for monitoring of click volume, circumstance, and other factors.

Affiliates found with active Toolbars that are not properly registered with the ShareASale Network will be subject to immediate "Pending" status on the Network prior to appropriate testing. Affiliates found with active Toolbars that are not properly registered are subject to possible immediate termination depending on the behavior of the toolbar at the sole discretion of ShareASale.

Individual Affiliates and Merchants will be admitted to report possible offenses through their accounts on ShareASale. Each offense reported can include documentation such as video, packet data, text documents, etc... ShareASale shall be solely responsible for determining the level of offense as reported by a Merchant or Affiliate.