

CODE OF CONDUCT

This Code of Conduct forms an integral part of the Agreement between Ultra Media and the Affiliate with whom Ultra Media has a contractual relationship. Ultra Media reserves the right to unilaterally amend this Code of Conduct from time to time in order to ensure compliance with applicable laws and regulations. Therefore, it's recommended that the Affiliate consults the Code of Conduct on a regular basis in order to be aware of potential changes or updates.

All capitalized terms used in this Code of Conduct and not otherwise defined shall have the same meaning as given to them in Ultra Media's Affiliate Terms and Conditions.

By signing up, registering or otherwise enrolling as an Affiliate with Ultra Media, the Affiliate declares to agree with and accept the applicability of this Code of Conduct.

1. Legal compliance

- 1.1. The Affiliate shall at all times comply with all laws, rules and regulations that are applicable to the Services, the (content of each) Campaign, Ads and/or other activities, including but not limited to those pertaining to (direct) marketing, privacy and data protection, social media, consumer protection and commercial advertising.
- 1.2. The Client shall furthermore comply with any applicable industry best practices, code of ethics and/or guidelines set forth by relevant authorities, such as consumer and market authorities (including, but not limited to the Dutch 'Autoriteit Consument en Markt (ACM)', the US Federal Trade Commission (FTC) or any similar authority in all relevant or applicable jurisdictions).
- 1.3. The Client shall at all times refrain from any illegal, unlawful or inappropriate acts (such as, but not limited to: criminal acts (e.g. discrimination, racism, defamation, abuse, phishing, fraud, SPAM etc.), tortuous acts, copyright infringement, trade mark infringement or infringement of any other intellectual property rights, privacy infringement, the use of malware or spyware etc.).

2. Commercial advertising and unfair commercial practices

- 2.1. The Affiliate guarantees that any consumer- or customer reviews, testimonials and/or endorsements are clear and honest and shall comply with consumer protection law and commercial advertising regulations and guidelines.
- 2.2. This implies that the Affiliate shall in any event refrain from:
 - 2.2.1. generating and/or publishing self-created (fake) reviews or endorsements;
 - 2.2.2. generating and/or publishing reviews or endorsements from parties with whom Affiliate has a material connection;
 - 2.2.3. requesting persons or parties to provide a review or an endorsement in return for compensation or discount;
 - 2.2.4. removing negative reviews without giving notice of such removal;
 - 2.2.5. not identifying sponsored reviews as such; and
 - 2.2.6. making any misrepresentations or publish misleading information.
- 2.3. The Affiliate shall respond to any consumer complaints - thereby including 'notice and takedown' and/or complaint requests - within twenty-four (24) hours of notification

thereof. The Affiliate shall comply with reasonable requests from Ultra Media, following a 'notice and takedown' request (for alleged unlawful or inappropriate content) from a third party regarding Campaigns and/or Ads placed by that Affiliate.

3. Respect and fair dealing

- 3.1. The Affiliate shall act fairly and respect the rights of Ultra Media and its licensors, its affiliated parties (including, but not limited to its general and limited partners, holding companies, subsidiaries and/or other group companies) and/or other Affiliates. The Affiliate shall not take unfair advantage of Ultra Media and/or any other party or person through manipulation, concealment, unfair abuse of privileged information, misrepresentation of facts, unfair business practices or any other illegal trade practice.
- 3.2. The Affiliate shall not circumvent or adapt any (information) security measures or (affiliate) tracking systems nor attempt to automate or falsify activity through the Ultra Media Statistics;
- 3.3. The Affiliate shall never create the impression that the website of the Affiliate or its services are provided or endorsed directly by Ultra Media.
- 3.4. Furthermore, the Affiliate shall not make or post any negative comments, statements or content about Ultra Media on public message boards, chat rooms, social network sites and/or job sites (including but not limited to Twitter.com, Instagram.com, TikTok.com, MySpace.com, Facebook.com, Tagged.com, Craigslist.org, etc.).

4. Privacy and information security

- 4.1. The Affiliate complies with applicable data protection law, rules and regulations within all relevant jurisdictions.
- 4.2. The Affiliate is solely responsible and liable for the development, operation and maintenance of its own website(s) and database(s) and for any and all content that may appear on its own website(s).
- 4.3. The Affiliate shall ensure that all its activities comply with relevant legal rules and regulations regarding the use and distribution of direct marketing and commercial messages (such as, but not limited to the General Data Protection Regulation (GDPR), the CAN SPAM Act 2003 and European Directive 2002/58 (implemented in the Netherlands in the Dutch Telecommunications Act), and shall ensure that at least the following conditions are met:
 - 4.3.1. prior consent (opt-in) to receive commercial email messages from the Affiliate has been obtained and documented;
 - 4.3.2. no rented, leased or third party email lists may be used, unless the data subjects in such lists have provided specific, informed and unambiguous consent to the transfer to and use by other commercial third parties;
 - 4.3.3. the Affiliate may not advertise, or send emails in any way that conceal or misrepresent its identity and/or return e-mail address;
 - 4.3.4. the Affiliate shall have and maintain a privacy-/cookie policy or - statement whereby it informs the data subject about the processing of personal data;
 - 4.3.5. in the event suppression (opt-out) lists are available, the Affiliate will verify and remove any names thereon prior to sending any emails, mailing lists.

5. Breach of this Code of Conduct

- 5.1. In case of a(n alleged) breach of this Code of Conduct, the Affiliate shall comply with all investigations and requests from or on behalf of Ultra Media and the Affiliate shall provide all information and cooperation necessary in connection with such investigation or inquiry to Ultra Media.
- 5.2. The Affiliate acknowledges that in the event that the Affiliate has breached this Code of Conduct, its (trade)name and website address may in certain circumstances (for example, in the event of indisputable breach) be disclosed by Ultra Media to a third party.
- 5.3. The Affiliate acknowledges and agrees that a breach of this Code of Conduct may result in the complete termination of the Agreement, or (temporary) suspension of the Services, and/or the obligation to reimburse any compensations obtained by means that were or are in breach of this Code of Conduct.