

# **AMPLIFI Affiliate Program Terms and Conditions**

Welcome to AMPLIFI's website for associates (the "Associates Site"), where you can manage your affiliate marketing relationship with Ubiquiti Networks, Inc. ("AMPLIFI" or "us" or similar terms).

Any person or entity that participates or attempts to participate in our affiliate marketing program (the "Affiliate Program" and such person or entity, "you", or an "Associate") must accept this Terms and Conditions (this "Agreement") without change. By registering for or using the Associates Site, you agree to this Agreement, including the Program Policies (as defined below), which are incorporated by reference. Please read them carefully. The "Program Policies" includes all policies, appendices, specifications, guidelines, schedules, and other rules referenced in this Agreement or accessible on the Associates Site, including but not limited to the Terms of Service (<https://www.ubnt.com/legal/termservice/>), Privacy Policy (<https://www.ubnt.com/legal/privacypolicy/>), the Code of Conduct (Annex A), Brand Guidelines (Annex B), and the Program Details as set forth on the Associate Site.

## **1. Description of the Affiliate Program**

- 1.1. Generally. The Affiliate Program permits you to monetize your website, social media user-generated content, or other platforms authorized by us (referred to here as your "Site"), by placing on your Site links to the amplifi.com website or any other website eligible for the Affiliate Program (each an "AMPLIFI Site"). The links must properly use the special "tagged" link formats we provide and comply with this Agreement ("Special Links"). You must not modify the Special Links.
- 1.2. EMPLOYEES AND INDEPENDENT CONTRACTORS OF AMPLIFI AND ITS AFFILIATES ARE INELIGIBLE TO PARTICIPATE IN THE AFFILIATE PROGRAM.
- 1.3. When our customers click through the Special Links to purchase an item sold or services offered on the AMPLIFI Site (a "Product") or take other actions, you can receive program fees for qualifying purchases (the "Qualifying Transactions"), as further described in (and subject to the limitations in) the Program Details.
- 1.4. AmpliFi Content. In order to facilitate your participation in the Affiliate Program, we may make available to you data, images, text, link formats, widgets, links, marketing content, and other linking tools, application program interfaces, and other information in connection with the Affiliate Program ("AmpliFi Content"). All uses of the AmpliFi Content are subject to the terms and conditions of this Agreement.
- 1.5. Access to Tracking and Reporting Tools. AMPLIFI may provide you with access to tracking and reporting tools and other support services. Data from such tools and services are not available on a real-time basis and may have reporting delays.

## 2. Compensation.

- 2.1. Subject to other provisions in this Agreement you will be compensated for each Qualifying Transaction in accordance with the applicable Program Details. There may be exceptions to the rates shown in the applicable Program Details for certain circumstances. Compensation will be calculated based on AMPLIFI's tracking data at the end of each month, which is definitive and shall control in the event of any tracking dispute.
- 2.2. If an end user has clicked on multiple Special Links from different Associates prior to a Qualifying Transaction (resulting in multiple cookies placed on the end user's computer), AMPLIFI shall only compensate the Associate whose Special Link was the first clicked by the end user.
- 2.3. AMPLIFI has the right to change any existing Program Details with respect to Qualifying Transactions and compensation in its sole discretion; provided such change shall not apply retroactively.

## 3. Payments.

- 3.1. Timing. AMPLIFI will issue to you any positive balance, based on the frequency set forth in the Program Details, in your account for transactions reported for the previous month, so long as your account balance exceeds the required minimum account balance set forth in the Program Details. The number or amount of transactions, credits for payments and debits for chargebacks as calculated by AMPLIFI shall be final and binding on you.
- 3.2. Taxes. You are responsible for any taxes that may be due in connection with your participation in the Affiliate Program. AMPLIFI does not pay additional compensation to you for taxes. If the withholding of any tax is required in respect of any payment to you, AMPLIFI will (1) withhold the applicable amount from such payment and (2) pay such amount to the relevant authorities in accordance with any Applicable Law in the relevant jurisdiction(s). If it is later determined that AMPLIFI should have withheld and/or paid additional tax but did not withhold or pay such tax, then you shall pay the applicable tax and hold AMPLIFI harmless from any penalties or interest thereon.
- 3.3. Non-Payment, Withholding, Reversal and Chargebacks
  - 3.3.1. Notwithstanding anything to the contrary herein, AMPLIFI shall have no duty to pay you for Qualifying Transactions during any current or previous month when you were in breach of this Agreement or an agreement covering your participation in the Affiliate Program (if applicable), or if AMPLIFI, in its sole discretion, has reason to believe that you or your agent(s) have breached this Agreement or have engaged in potentially fraudulent activities.
  - 3.3.2. AMPLIFI may debit your account in an amount equal to a payment previously made to you or a compensation that has been credited to your account, but has not been paid yet, if AMPLIFI determines in its sole discretion that there has been (a) duplicate entry or other clear error; (b) non-bona fide transactions or other fraudulent activity; (c) a breach of, or other failure to complete or reversal of the Qualifying Transaction; (d) failure to comply with any terms of this Agreement; or (e) a return of the applicable product by the end user. AMPLIFI may apply a chargeback to your account at any time, including previous payment cycles.

3.3.3. AMPLIFI will make all commercially reasonable efforts to pay any positive balance that is due to you. In certain circumstances, based on AMPLIFI's records, it may not be possible for AMPLIFI to pay you because: (a) your account has been inactive, meaning that you have not logged into your account or you have not accepted funds, payments or other amounts that AMPLIFI has attempted to pay or deliver to you; (b) AMPLIFI has been unable to reach you, or has not received adequate payment instructions from you, after contacting you at the email address shown in AMPLIFI's records; or (c) you have not generated the minimum amount of commissions to qualify for payment. In these circumstances, AMPLIFI may, without further notice to you, turn the unpaid or undelivered amounts over to the applicable regulatory authorities in accordance with Applicable Law.

3.4. Tracking and True-Up Payments. Although AMPLIFI strives to track all Qualifying Transactions accurately, there may be instances where AMPLIFI fails to track all Qualifying Transactions. In cases where AMPLIFI discovers that AMPLIFI has failed to capture all Qualifying Transactions, AMPLIFI shall strive to determine the discrepancies between intended and actual Qualifying Transactions and conduct true-up payments. If AMPLIFI deems appropriate, AMPLIFI may design a methodology for calculating true-up payments in AMPLIFI's sole discretion.

#### **4. Affiliate Program Compliance Requirements**

- 4.1. You must comply with this Agreement, including all Program Policies to participate in the Affiliate Program and receive fees.
- 4.2. You must promptly provide us with any information that we request to verify your compliance with this Agreement.
- 4.3. If you violate this Agreement, in addition to any other rights or remedies available to us, we reserve the right to withhold (and you agree you will not be eligible to receive) any and all fees otherwise payable to you under this Agreement, whether or not directly related to such violation.
- 4.4. You must provide AMPLIFI with and maintain complete and accurate information about you (including your payment and tax information) and your promotional methods during your participation in the Affiliate Program. AMPLIFI has the right to confirm or verify the truth and accuracy of your registration and account information at any time in its sole discretion.
- 4.5. You are responsible for all activity on your Affiliate Program account and for loss, theft or unauthorized disclosure of your password. You must provide AMPLIFI with prompt written notification of any known or suspected unauthorized use of your account or breach of the security of your account.

#### **5. AMPLIFI Customers**

- 5.1. Our customers are not, by virtue of your participation in the Affiliate Program, your customers. As between you and us, all pricing, terms of sale, rules, policies, and operating procedures concerning customer orders, customer service, and product sales set forth on the AMPLIFI Site will apply to those customers, and we may change them at any time. You will not handle or address any contacts with any of our customers, and, if contacted by any of our customers for a matter relating to interaction with an AMPLIFI Site, you will state that those customers must follow contact directions on that AMPLIFI Site to address customer service issues.

## 6. Warranties

- 6.1. You represent, warrant, and covenant that (a) you will participate in the Affiliate Program and create, maintain, and operate your Site in accordance with this Agreement, (b) neither your participation in the Affiliate Program nor your creation, maintenance, or operation of your Site will violate any applicable laws, ordinances, rules, regulations, orders, licenses, permits, guidelines, codes of practice, industry standards, self-regulatory rules, judgments, decisions, or other requirements of any applicable governmental authority (including all such rules governing communications, data protection, advertising, and marketing) or any contract or other binding obligation to any third party, (c) you are lawfully able to enter into contracts (e.g. you are not a minor or otherwise legally prevented from contracting), (d) you have independently evaluated the desirability of participating in the Affiliate Program and are not relying on any representation, guarantee, or statement other than as expressly set forth in this Agreement, (e) you will not participate in the Affiliate Program or use any other Service Offerings (as defined in Section 7) if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using any Service Offering, (f) you will comply with all U.S. or other export and re-export restrictions that may apply to goods, software, technology and services, (g) the information you provide in connection with the Affiliate Program is accurate and complete at all times, (h) you have all appropriate authority to operate and to provide content on your website(s) or platforms; (i) you have all appropriate authority to use any promotional method you may choose to use, and (j) any promotional content you create, your website(s), any trade names or trademarks used in connection with the Affiliate Program, and your promotional methods do not and shall not infringe any third party's intellectual property or proprietary rights. You warrant that you are not currently under order or investigation by any federal, state, local or international regulatory or law enforcement organization. You must inform AMPLIFI if you become under such order or investigation at any point during your participation in the Affiliate Program.
- 6.2. We do not make any representation, warranty, or covenant regarding the amount of traffic or fees you can expect at any time in connection with the Affiliate Program, and we will not be liable for any actions you undertake based on your expectations.

## 7. Intellectual Property

- 7.1. When your application to the Affiliate Program is accepted, AMPLIFI grants you a revocable, non-exclusive, non-transferable, worldwide, royalty-free license to display AmpliFi Content for the duration of your participation in a Program.
- 7.2. When your application to the Affiliate Program is accepted, AMPLIFI grants you a revocable, non-exclusive, non-transferable, right to use the services and tools on the AmpliFi Site (the "Promotional Tools") that AMPLIFI makes available to you solely to facilitate your participation in the Affiliate Program. AMPLIFI reserves all rights in the Promotional Tools, including all intellectual property rights. The use of a Promotional Tool may be subject to further terms and conditions that you must accept.
- 7.3. You authorize AMPLIFI to use your trademarks, service marks, tradenames, company names and copyrighted material that you provide to promote your participation in the Affiliate Program.

- 7.4. You acknowledge that you obtain no proprietary rights in any AmpliFi's or Ubiquiti's trademarks, service marks, trade names, URLs, copyrighted material, patents and patent applications or other intellectual property (collectively, the "AmpliFi Marks"), and agree not to modify or challenge the AmpliFi Marks in any way. You must use all AMPLIFI provided content and services in accordance with the Brand Guidelines, and in a way that does not, in AMPLIFI's sole discretion, blur or dilute, tarnish or adversely affect the AmpliFi Marks. "Ubiquiti" means the Ubiquiti group of companies, including Ubiquiti Networks, Inc. and its affiliates. Your company name, keyword for paid search, trademark, trade name, brand, shop sign, domain name, or URL (specifically, any term before the third "/" of your URL) may not (a) incorporate in part or in full any of the AmpliFi Marks.
- 7.5. Any and all proprietary rights, goodwill and other benefits and rights resulting from the use hereunder of trademarks, trade names or company name inures to the benefit of the owner.

## **8. Identifying Yourself as an Associate**

- 8.1. You must clearly state the following, or any substantially similar statement previously allowed under this Agreement, on your Site or any other location where AMPLIFI may authorize your display or other use of AmpliFi Content: "As an AmpliFi Associate I earn from qualifying purchases." Except for this disclosure, you will not make any public communication with respect to this Agreement or your participation in the Affiliate Program. You will not misrepresent or embellish our relationship with you (including by expressing or implying that we support, sponsor, or endorse you), or express or imply any affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

## **9. Term and Termination**

- 9.1. The term of this Agreement will begin upon your registration on or use of the Associates Site and will end when terminated by either you or us. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination.
- 9.2. We may hold accrued unpaid fees for a reasonable period of time following termination to ensure that the correct amount is paid (for example, to account for any cancellations or returns).
- 9.3. Upon any termination of this Agreement, all rights and obligations of the parties will be extinguished, including any and all licenses granted in connection with this Agreement, except that the rights and obligations of the parties under Sections 3.2, 3.3, 7.3-7.5, 10, 11, 12, 13, 14 of this Agreement, together with any payable but unpaid payment obligations under this Agreement, will survive the termination of this Agreement. No termination of this Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Agreement prior to termination.

## **10. Disclaimers**

THE AFFILIATE PROGRAM, THE AMPLIFI SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE AMPLIFI SITE, ANY SPECIAL LINKS, LINK FORMATS, AMPLIFI CONTENT, THE PRODUCT ADVERTISING API, DATA FEED, PRODUCT ADVERTISING CONTENT, OUR AND OUR AFFILIATES' DOMAIN NAMES, TRADEMARKS AND LOGOS (INCLUDING THE AMPLIFI

MARKS), AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INTELLECTUAL PROPERTIES RIGHTS, INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF US OR OUR AFFILIATES OR LICENSORS IN CONNECTION WITH THE AFFILIATE PROGRAM (COLLECTIVELY THE "SERVICE OFFERINGS") ARE PROVIDED "AS IS" AND "AS AVAILABLE". NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE OFFERINGS. WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY LAW, CUSTOM, COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAY DISCONTINUE ANY SERVICE OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERING, AT ANY TIME AND FROM TIME TO TIME. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, VIRUSES, MALICIOUS SOFTWARE, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE AFFILIATE PROGRAM, AMPLIFI CONTENT, DATA FEED, PRODUCT ADVERTISING CONTENT, PROGRAM POLICIES, THE ASSOCIATES SITE, OR ANY AMPLIFI SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH YOUR PARTICIPATION IN THE AFFILIATE PROGRAM, OR (Z) ANY TERMINATION OR SUSPENSION OF YOUR PARTICIPATION IN THE AFFILIATE PROGRAM. NOTHING IN THIS PARAGRAPH WILL OPERATE TO EXCLUDE OR LIMIT WARRANTIES, LIABILITIES, OR REPRESENTATIONS THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **11. Limitations on Liability**

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THE SERVICE OFFERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING IN

CONNECTION WITH THE SERVICE OFFERINGS WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM OF LIABILITY OCCURRED. YOU HEREBY WAIVE ANY RIGHT OR REMEDY IN EQUITY, INCLUDING THE RIGHT TO SEEK SPECIFIC PERFORMANCE OR INJUNCTIVE OR OTHER EQUITABLE RELIEF IN CONNECTION WITH THIS AGREEMENT. NOTHING IN THIS PARAGRAPH WILL OPERATE TO LIMIT LIABILITIES THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

## 12. Indemnification

- 12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL HAVE NO LIABILITY FOR ANY MATTER DIRECTLY OR INDIRECTLY RELATING TO THE CREATION, MAINTENANCE, OR OPERATION OF YOUR SITE OR YOUR VIOLATION OF THIS AGREEMENT (INCLUDING ANY PROGRAM POLICY), AND YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) RELATING TO (A) YOUR SITE OR ANY MATERIALS THAT APPEAR ON YOUR SITE, INCLUDING THE COMBINATION OF YOUR SITE OR THOSE MATERIALS WITH OTHER APPLICATIONS, CONTENT, OR PROCESSES, (B) THE USE, DEVELOPMENT, DESIGN, MANUFACTURE, PRODUCTION, ADVERTISING, PROMOTION, OR MARKETING OF YOUR SITE OR ANY MATERIALS THAT APPEAR ON OR WITHIN YOUR SITE, (C) YOUR USE OF ANY AMPLIFI CONTENT, WHETHER OR NOT SUCH USE IS AUTHORIZED BY OR VIOLATES THIS AGREEMENT OR APPLICABLE LAW, (D) YOUR VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT (INCLUDING ANY PROGRAM POLICY), (E) YOUR OR YOUR EMPLOYEES' OR CONTRACTORS' NEGLIGENCE OR WILLFUL MISCONDUCT, (F) YOUR OR YOUR REPRESENTATIVES' VIOLATION OF APPLICABLE LAW, (G) ANY CLAIM THAT THE AMPLIFI OR ITS AFFILIATES IS OBLIGATED TO PAY TAX OBLIGATIONS IN CONNECITON WITH PAYMENT MADE TO YOU PURSUANT TO THIS AGREEMENT, OR (H) ANY VIOLATION OR ALLEGED VIOLATION OF ANY RIGHTS OF A THIRD PARTY, INCLUDING BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- 12.2. Should any claim give rise to a duty of indemnification under this Section, the Indemnified Party shall promptly notify you and will cooperate with you at your expense in the defense of such claim. The Indemnified Party will be entitled, at its own expense, to participate in the defense of such claim. Should any claim give rise to a duty of indemnification, you are obligated to participate in the defense of such claim if requested to do so by the Indemnified Party. Participation in the defense shall not waive or reduce any of your obligations to indemnify or hold the Indemnified Party harmless. You shall not settle any claim without the Indemnified Party's prior written consent, and you shall indemnify for any reasonable attorneys' fees or other costs incurred by an Indemnified Party in investigating or enforcing this Section.

## 13. Disputes

- 13.1. MANDATORY ARBITRATION. Arbitration is a form of private dispute resolution in which persons having a dispute agree to waive their right to file a lawsuit to proceed in court and to a jury trial, and instead agree to present their dispute to a neutral third party (arbitrator) for binding decision. You have the right to opt-out of this provision which means that you retain the right to file a lawsuit; to do so, you must read carefully and follow the directions under this Section. Unless you opt-out of the Mandatory Arbitration, You will be understood to have agreed to the mandatory arbitration and to the provisions provided below.



- 13.2. Please read this carefully. It affects your rights. YOU AND AMPLIFI AND ITS RESPECTIVE CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, PERMITTED ASSIGNS, AND ANY OTHER PARTIES ON WHOSE BEHALF YOU ARE ACCESSING THE ASSOCIATE SITE AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ANY AND ALL DISPUTES, AS DEFINED BELOW. THE TERM “DISPUTE” MEANS ANY DISPUTE, CLAIM OR CONTROVERSY NOW OR IN THE FUTURE BETWEEN YOU AND AMPLIFI WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT (INCLUDING, BUT NOT LIMITED TO, FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND INCLUDING THE VALIDITY, ENFORCEABILITY OR SCOPE OF THIS PROVISION (WITH THE EXCEPTION OF THE ENFORCEABILITY OF THE CLASS ACTION WAIVER CLAUSE BELOW) ARISING OUT OF OR RELATING TO THIS AGREEMENT. “Dispute” is to be given the broadest possible meaning that will be enforced. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral, third-person arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit <https://www.iccwbo.org> for more information.
- 13.3. How to Opt Out of Mandatory Arbitration. Notwithstanding the above, you or AmpliFi may choose to file a lawsuit in court rather than resolving your dispute by arbitration. You may opt-out of mandatory arbitration if (a) the Dispute qualifies for small claims court (there are monetary limitations for small claims court), or (b) YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU ACCEPT THESE TERMS (the “Opt-Out Deadline”). In order to opt out of mandatory arbitration, you need to (I) mail written notification to Ubiquiti Networks, Inc., Legal Department, 685 Third Avenue, 27th Floor, New York, New York 10017; or (II) email written notification to [legal@ubnt.com](mailto:legal@ubnt.com). In either case, Your written notification must include: (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with AmpliFi through arbitration. Your decision to opt-out of this provision will have no adverse effect on your relationship with AmpliFi. Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your dispute in arbitration or, if the dispute qualifies, in small claims court.
- 13.4. Pre-Arbitration Claim Resolution: For all disputes, whether pursued in court or in mandatory arbitration, you must first give AmpliFi written notification and forty-five (45) days to resolve the Dispute. The written notification shall include the information listed above in the preceding Section plus a written description of your Dispute and a written description of the relief you seek (“Demand Information”). It is to be sent to Ubiquiti Networks, Inc., Legal Department, 685 Third Avenue, 27th Floor, New York, New York 10017. If AmpliFi does not resolve the dispute within 45 days, you may pursue your dispute in arbitration. You may pursue your dispute in a court only under the circumstances described above in Section above, the Opt Out provision.
- 13.5. Arbitration Process.

- 13.5.1. Commencing Arbitration. A party who intends to seek arbitration must first send to the other, by a reputable courier with a tracking mechanism, a written notice of intent to arbitrate (a “Notice”), or, in the absence of a mailing address provided by you to AmpliFi, then AmpliFi can send to you by any other method available to AmpliFi for sending such notice, including via e-mail. The Notice to AmpliFi should be addressed to Ubiquiti Networks, Inc., Legal Department, 685 Third Avenue, 27th Floor, New York, New York 10017 (the “Arbitration Notice Address”). The Notice shall include the Demand Information (the “Demand”). THE ARBITRATION WILL BE ADMINISTERED BY THE INTERNATIONAL CENTER FOR DISPUTE RESOLUTION (“ICDR”) IN ACCORDANCE WITH THE INTERNATIONAL ARBITRATION RULES (THE “RULES”), AS MODIFIED HEREIN. The Rules are available at <https://www.icdr.org>. Except as otherwise set forth herein, if you are required to pay a filing fee to commence arbitration against AmpliFi, then AmpliFi will, within ten (10) business days of receipt of your confirmed payment of the filing fee, reimburse you for the amount of your confirmed payment of the filing fee that exceeds the amount of any fees you would be required to pay if the Demand were filed in federal court in the Southern District of New York.
- 13.5.2. Arbitration Proceeding. The arbitration will be conducted in English and a translator may be utilized as the expense of the party requiring the translation services. A single independent and impartial arbitrator with his or her primary place of business in New York, New York will be appointed pursuant to the Rules. You and AmpliFi agree to the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (a) subject to the Rules, the arbitration shall be conducted online via videoconference, telephonically and/or be solely based on written submissions-rather than requiring the personal appearance of the parties-with the specific manner to be mutually agreed upon in writing by the parties and (b) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- 13.6. No Class Actions. YOU AND AMPLIFI AGREE THAT YOU AND AMPLIFI MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION WILL BE NULL AND VOID. IF YOU CHOOSE TO PURSUE YOUR DISPUTE IN COURT BY OPTING OUT OF THIS PROVISION, AS SPECIFIED ABOVE, THIS CLASS ACTION WAIVER WILL NOT APPLY TO YOU. NEITHER YOU, NOR ANY OTHER USER OF THE PRODUCT OR SERVICES CAN BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING WITHOUT HAVING COMPLIED WITH THE OPT-OUT REQUIREMENTS ABOVE.

- 13.7. Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator will issue his or her decision within one-hundred and twenty (120) days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional thirty (30) days in the interests of justice upon written notice by the arbitrator to you and AmpliFi at least twenty-one (21) days prior to the last date to issue his or her decision. Failure to adhere to this time limit shall not constitute a basis for challenging the arbitration award. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator will apply the laws of the State of New York in conducting the arbitration. You acknowledge that these terms and your use of the Associate Site evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in these Terms.
- 13.8. Arbitration Award. The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. Such award will be final and binding on the parties, except for any right of appeal provided by the Federal Arbitration Act, and may be entered in any court having competent jurisdiction over the parties for purposes of enforcement.

#### **14. Additional Provisions**

- 14.1. By accepting this Agreement, you hereby consent to us: (a) sending you emails relating to the Affiliate Program from time to time, (b) monitoring, recording, using, and disclosing information about your Site and users of your Site that we obtain in connection with your display of Special Links and AmpliFi Content (for example, that a particular AMPLIFI customer clicked through a Special Link from your Site before buying a Product on the AMPLIFI Site) in accordance with the AMPLIFI.com Privacy Policy, (c) reviewing, monitoring, crawling, and otherwise investigating your Site to verify compliance with this Agreement, and (d) using, reproducing, distributing, and displaying your implementation of AmpliFi Content displayed on your Site as examples of best practices in our educational materials.
- 14.2. You acknowledge and agree that (a) we and our affiliates may at any time (directly or indirectly) solicit traffic on terms that may differ from those contained in this Agreement, (b) we and our affiliates may at any time (directly or indirectly) operate sites or applications that are similar to or compete with your Site, (c) our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement, and (d) any determinations or updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under this Agreement can be made, taken, or given in our sole discretion and are only effective if provided in writing by our authorized representative.
- 14.3. You may not assign this Agreement, by operation of law or otherwise, without our express prior written approval. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

- 14.4. This Agreement incorporates, and you agree to comply with, the most up-to-date version of all Program Policies, including any updates of the Program Policies from time to time. In the event of any conflict between this Agreement and any Program Policy, this Agreement will control. In the event of a conflict between this agreement and your agreement with an AMPLIFI affiliate under a separate affiliate marketing program that agreement will control with respect to such separate program. This Agreement (including the Program Policies) is the entire agreement between you and us regarding the Affiliate Program and supersedes all prior agreements and discussions.
- 14.5. Whenever used in this Agreement, the terms “include(s)”, “including”, and “for example” are used and intended without limitation.
- 14.6. All non-public information provided by us in connection with this Agreement or the Affiliate Program is considered confidential information, and you will maintain the same in strict confidence and not disclose the same to any third party (other than your affiliates) or use the same for any purpose other than your performance under this Agreement, which restriction will be in addition to the terms of any confidentiality or non-disclosure agreement between the parties.
- 14.7. You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representations on our or our affiliates’ behalf. You will not make any statement, whether on your Site or otherwise, that contradicts or may contradict anything in this paragraph. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Agreement, you will be deemed to have taken the action yourself.

## 15. **Modification**

We reserve the right to modify any of the terms and conditions contained in this Agreement (including those in any Program Policy) at any time and in our sole discretion by posting a change notice, revised Agreement, or revised Program Policy on the Associates Site or by sending notice of such modification to you by email to the primary email address then-currently associated with your Associates account (any such change by email will be effective on the date specified in such email but will in no event be less than two business days after the date the email is sent). YOUR CONTINUED PARTICIPATION IN THE AFFILIATE PROGRAM FOLLOWING THE EFFECTIVE DATE OF SUCH NOTICE WILL CONSTITUTE YOUR ACCEPTANCE OF THE MODIFICATIONS. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT.

Version Date: December 5, 2018

## Code of Conduct

To promote ethical and legal business practices, AMPLIFI requires that you comply with the requirements in this Code of Conduct (“Code of Conduct”).

### I. **Promotional Methods.**

- A. **Links.** You may not modify any Special Link provided by AMPLIFI unless it is specifically designed to be modified, and then only within the parameters provided by AMPLIFI.
- B. **AmpliFi Content.** AMPLIFI may provide you with pre-approved AmpliFi Content. You may not modify any of the AmpliFi Content without obtaining AMPLIFI’s prior written approval. If AMPLIFI requests, you must stop using any AmpliFi Content.
- C. **Prior Consent.** All your promotional methods are subject to AMPLIFI’s prior approval, which may be revoked in AMPLIFI’s sole discretion at any time. You agree that you will immediately terminate any promotional method at any time at AMPLIFI’s request.
- D. **Clear and Not Deceptive.** All promotional methods you use must not deceive. You must also secure permission before using any materials protected by third parties’ intellectual or proprietary rights (including without limitation copyrights, trademark rights, patent rights and rights of publicity).
- E. **Disclosure about Relationship with AMPLIFI.** Note that the Federal Trade Commission requires disclosure of any material connection or relationship when you endorse or promote a product or service to your readers. Please insert a statement such as the below on your website. “As an AmpliFi Associate I earn from qualifying purchases.” Additionally, any posts on your social media channels (including, but not limited to Facebook, Twitter, and Instagram) must include #ad, #advertisement, #sponsored, or something similar at the beginning of the post to clearly and conspicuously disclose the posts are an advertisement.

### II. **Prohibited Promotional Methods:** You may not engage in the following promotional methods and behaviors:

- A. **False Impressions.** You may not cause Qualifying Transactions to be made in bad faith, including but not limited to using invisible methods to generate impressions, clicks or transactions that are not initiated by the affirmative and genuine action of an end user, or using any cookie, device, program, robot, iframe or hidden frame, pop-up window or any other operation or process that interferes with AMPLIFI’s ability to properly identify and track transactions. Any method that artificially generates clicks, impressions, or activity is prohibited. This includes, but is not limited to, clicks or impressions generated when you or your agents click on your own Special Link , automated clicking tools or traffic sources, robots, or other deceptive software. To be considered valid, clicks and conversions must result from genuine user interest. AMPLIFI will use its sole discretion to determine instances of invalid click activity, which may come in different forms and may include activity not due to any deliberate action on your part. AMPLIFI is not obliged to disclose details about the functioning of AMPLIFI’s fraud detection systems. Because AMPLIFI needs to protect its proprietary detection system, AMPLIFI may be unable to provide you with all information about your account activity, including any web pages, end users, or third-party services that may have been involved in fraudulent activities.

- B. **Cookie Stuffing.** You may not stuff cookies or other tracking tags on an end user's computer without any affirmative action by the end user.
- C. **Improper Influence.** You may not make your own advertising claims. You may not interfere with or seek to improperly influence the referral of an end user. You may not mislead or trick an end user in any way into clicking on a Special Link. It must be clear for end users where they are being directed at all times.
- D. **Misdirection, Redirection and Framing.**
  - 1. Without the prior written approval of AMPLIFI, you may not make any express or implied representations, or otherwise create an appearance that a visitor to your website and/or AmpliFi Content is visiting a website owned by AMPLIFI, for example, by framing or wrapping a site in any manner. You may not design your promotional methods in a way that, in AMPLIFI's sole discretion, creates a likelihood of confusion with the website or emails belonging to AMPLIFI.
  - 2. The URLs to which the Special Links direct end users must appear in the address line of the browser.
  - 3. The back button of the browser must be activated.
  - 4. You may not attempt to intercept or redirect traffic from or on, or divert compensation from, any other participants of AMPLIFI Affiliate Program.
- E. **Unacceptable Placements.**
  - 1. Your promotional methods may not incorporate any topics that AMPLIFI in its sole discretion considers to fall in any of the following categories:
    - a. sexually explicit materials
    - b. violence
    - c. firearms or weapons
    - d. illegal goods, services or activities
    - e. gambling or betting
    - f. discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
    - g. libel or defamation
    - h. content aimed at children
    - i. content that is otherwise misleading, obscene or hate-oriented
    - j. malicious functionalities, such as malware or spyware
  - 2. Your promotional methods may not engage in misleading activities with respect to title and page description, search engine manipulation, the unlawful use of meta-tags, or otherwise in any manner that AMPLIFI in its sole discretion would consider to fall within any of the following categories:
    - a. typo-squatting
    - b. domain-parking
    - c. banner-farming
    - d. comment-spamming
  - 3. Your promotional methods may not contain dialers or any software that is automatically downloaded without express consent from the end user.
- F. **Incentive Programs.** Your promotional methods may not directly or indirectly offer any reward or incentive (including vouchers or coupons) for any Qualifying Transaction without AMPLIFI's prior written approval. Any subsequent change to an approved incentive program also requires AMPLIFI's prior written approval.

- G. **Electronic Communications.** You must comply with the requirements of applicable law, such as the CAN-SPAM Act of 2003 as in effect at any given time. AMPLIFI's name may not appear in the "from" line of the message or email that you may use.

## **Ubiquiti Brand Guidelines**

### **Trademarks**

Ubiquiti Networks, Inc. (together with its affiliates, “Ubiquiti”) has a reputation for providing high-quality products and services. Ubiquiti’s trademarks, logos and brands are the intellectual property of Ubiquiti and its affiliates, and are important and valuable assets.

Ubiquiti’s trademarks take various forms and may include letters, words, logos, designs, images, slogans, colors, product shapes product packaging, and sound.

To preserve its reputation and protect its trademarks, Ubiquiti diligently guards against any violation of its trademarks. This page contains detailed information on how to use these trademarks in various scenarios.

### **In General**

#### ***Corporate Trademarks***

Do not use the “Ubiquiti Networks” or “AmpliFi” name or any trademark and/or logo composed of “Ubiquiti”, “AmpliFi” and/or the Ubiquiti “U” logo unless you have a written license from Ubiquiti.

#### ***Product Trademarks***

Do not use any Ubiquiti product trademark and/or logo, including AmpliFi product trademarks and/or logo, unless:

- You have a written license from Ubiquiti; or
- You are using Ubiquiti product trademarks and/or logos in advertising and marketing materials or on a sales website, only to refer to such products or services in a descriptive manner or to describe the subject matter of some of the associated materials, products and/or software.

#### ***Affiliation with Ubiquiti***

You must obtain prior written authorization from Ubiquiti in order to use any Ubiquiti trademark and/or logo (including AmpliFi trademarks and logos) in a manner that might suggest affiliation or association with Ubiquiti or AmpliFi.

If you have obtained such an authorization, you must clearly identify your affiliation with Ubiquiti. You should not use language or graphics which could lead to ambiguity or misunderstanding as to your company’s relationship with Ubiquiti.

### **Limitations on Use**

All uses of any Ubiquiti trademark and/or logo must be in compliance with the Usage Restrictions and Visual Guidelines set forth below.



In addition, if you have a written license from Ubiquiti to use the Ubiquiti trademarks and/or logos, and/or prior written authorization to use Ubiquiti trademarks to suggest your affiliation with Ubiquiti, the agreement that you signed with Ubiquiti may have specific usage guidelines. You should follow any guidelines provided to you pursuant to your agreement in addition to the guidelines set forth herein.

### ***Usage Restrictions***

Certain activities may constitute infringement or dilution of Ubiquiti's trademarks and/or logos, or are otherwise not permitted. Please review the following list of ways to avoid such unauthorized use:

- All use of Ubiquiti trademark and logo must be accurate and truthful, and must not mislead consumers as to any Ubiquiti sponsorship, affiliation, or endorsement of your company or your products or services.
- Do not use any Ubiquiti name, trademark or logo as part of your name or logo, whether for your company, product, service, solution, technology, or program. Ubiquiti trademarks and logos should only be used with Ubiquiti products that you have procured through our authorized distribution channels.
- Do not use any Ubiquiti trademark or logo in a manner that is likely to dilute, defame, disparage, or harm the reputation of Ubiquiti.
- Only use Ubiquiti's trademarks and logos with the corresponding products or services for which they were originally intended.
- Do not use any name, trademark, logo or designation that is confusingly similar to any Ubiquiti trademark or logo.
- Do not copy or imitate any Ubiquiti trade dress, type style, logo, product packaging, or the look, design or overall commercial impression of any Ubiquiti website, social media or other materials.
- Do not register or seek to register an Ubiquiti trademark or logo, or any mark or logo that is confusingly similar to an Ubiquiti trademark or logo.
- Do not register or use any domain name that incorporates any Ubiquiti trademark or logo.

### ***Visual Guidelines***

Your permitted use of any Ubiquiti trademark and/or logo should in all cases comply with the following guidelines:

- Use the appropriate trademark symbol and trademark acknowledgment. Use the ® or ™ symbol in connection with any Ubiquiti trademark or logo and use the following acknowledgement of Ubiquiti's ownership: “[insert permissible mark(s)] [is a/are] registered trademark[s] or trademark[s] of Ubiquiti Networks, Inc. in the United States and other countries.”
- Do not modify or otherwise alter, animate, or morph an Ubiquiti trademark or logo, nor incorporate any additional element in an Ubiquiti trademark or logo. Examples of what not to do include abbreviating or shortening a trademark, combining or hyphenating a trademark with another prefix or word (for example, Ubiquiti-ed), or using a slash mark with any trademark (for example, Ubiquiti/XYZco). Do not combine any Ubiquiti name or trademark with any other letters, numbers, words, or any design or logo.

- Do not use the Ubiquiti name or any Ubiquiti trademark or logo next to your name or the name of your products or services. The Ubiquiti name and Ubiquiti trademarks must be visually distinguishable from your company name and product and service names.
- Do not place the Ubiquiti name or any Ubiquiti trademark or logo next to products that are not made by Ubiquiti, or use them in any other way that suggests association with a third party product or service.
- Do not use the Ubiquiti name or any Ubiquiti trademark or logo as the visual focal point of any of your materials or web pages.
- The Ubiquiti name, trademarks and logos must not be more prominently displayed than your company name or your product or service name.

**Disclaimer**

This Guideline is not intended to serve as legal advice. Should you have questions regarding your legal rights or duties, please consult your own attorney.

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