

iubenda Affiliate Terms

(the "Affiliate Terms")

1. Introduction

- **1.1.** These Affiliate Terms have been created for iubenda's affiliates (the "**Affiliate**") to ensure a successful partnership.
- **1.2.** The Affiliate Terms lay down iubenda's expectations throughout the affiliation and provide the best practices to promote iubenda. If any questions or concerns arise, please reach out to <u>iubenda</u> at any time.

2. About iubenda

- **2.1.** iubenda is a compliance software currently trusted by 140,000+ clients in more than 100 countries.
- **2.2.** iubenda combines advanced technology and legal expertise while ensuring ease of use and seamless integration.
- **2.3.** iubenda follows a comprehensive approach to legal compliance, covering multiple geographies and legislations including the European Unions General Data Protection Regulation ("GDPR") and the e-Privacy Directive ("Cookie Law"), Swiss Privacy Law, US privacy state laws, and Brazil's Lei General de Protecion de Datos ("LGPD").
- **2.4.** iubenda's easy-to-use solutions help create legal documents (e.g., Privacy Policy), generate cookie banners, and maintain detailed consent records, as international privacy laws require.
- **2.5.** iubenda's products are available in 15+ languages and customer support is available in English, Italian, French, Spanish, German, Dutch, and Swedish.
- **2.6.** iubenda offers multiple integration options with no coding required.
- **2.7.** iubenda is an optimal solution for all kinds and sizes of online businesses: from personal blogs to large enterprises and from e-commerces to publishers.

3. Follow these Affiliate Terms to promote iubenda

3.1. Content Terms



3.1.1. Add a disclaimer

The Affiliate should always add a disclaimer to make it clear that it is not acting as a legal expert and is not providing any legal advice (e.g., if recording a video, the Affiliate should share this message at the beginning of the video and in its description: "This video is for informational and educational purposes only. It should not be construed as legal advice. The information contained herein should not be a substitute for getting legal advice from your own attorney").

3.1.2. Protected SEM Bidding Keywords

All bidding activity on the brand name "iubenda" and misspellings is protected and cannot be utilised by the Affiliate.

3.1.3. Negative Matching for Protected Keywords

Negative matching for protected keywords is required.

3.1.4. Non-compete SEM Bidding Keywords

Client ranking must be respected by Affiliates' bidding activity.

3.1.5. Prohibited SEM Display URL Content

The Affiliate is prohibited from using <u>iubenda.com</u> and all other regions/domains.

3.1.6. Prohibited SEM Ad Copy Content

Affiliates must not impersonate iubenda or misrepresent their affiliation. If the ad copy content can be mistaken for an official iubenda ad, prior approval is required.

3.1.7. Direct linking (Use of Display URL)

Direct linking would be permissible without prior written approval or creative signoff as long as the Affiliate is clearly not impersonating iubenda. If the link or display can be mistaken for an official iubenda ad, the Affiliate will require prior approval.

3.2. Website Policies

3.2.1. Prohibited Website Domain Keywords



The Affiliate is prohibited from including the brand name "iubenda" in its website URL (e.g., using a domain like <u>iubendaproducts.com</u> is prohibited).

3.2.2. Prohibited Website URL Keywords

The Affiliate is prohibited from embeding or displaying <u>iubenda.com/en</u> and all other domains in a way that could suggest that its website is an official iubenda site.

3.2.3. Use of Logos and Trademarks on Websites

Affiliates must only use official iubenda marketing assets without alterations.

3.2.4. Unacceptable Websites

The Affiliate cannot promote iubenda's products on any site containing content of a pornographic, hateful or violent nature. This includes, but is not limited to, images of sexual acts, nudity, graphic imagery, fetishes, weaponry, violent acts, and discriminatory or derogatory content.

4. Application & Enforceability of these Affiliate Terms

- **4.1.** These Affiliate Terms are to be explicitly followed when promoting any of iubenda's products.
- **4.2.** These Affiliate Terms are automatically and irrevocably agreed to once the Affiliate commences promoting iubenda's product/s.
- **4.3.** Should any one or more of the above-mentioned Affiliate Terms be breached, including but not limited to the Affiliate Terms indicated under clause 3 above, iubenda will be at liberty to cumulatively:
 - **4.3.1.** terminate unilaterally the relationship with the Affiliate;
 - **4.3.2.** revoke the Affiliate's authorisation to market iubenda products, whether directly or through third-party affiliate marketing platforms;
 - **4.3.3.** to revoke the Affiliate's payment; and
 - **4.3.4.** iubenda also reserves the right to seek any resulting damages pursuant to the breach of these Affiliate Terms against the Affiliate.



4.4. iubenda reserves the right to terminate the affiliation pursuant to a 30-day notice in writing which is sent to the Affiliate via electronic means. The Affiliate cannot make any claims for compensation for any work carried out beyond the notice period or any conversions post such notice period.

5. Term

These Affiliate Terms shall become effective as soon as the Affiliate begins promoting iubenda and shall remain in full force until such time that the Affiliate is promoting iubenda.

6. Final provisions

- **6.1.** These Affiliate Terms and all the disputes arising in connection to their interpretation and validity shall be subject to Italian law. The exclusive venue of jurisdiction shall be the courts of Milan.
- **6.2.** Should any parts of these Affiliate Terms be rendered invalid, this shall not affect the validity of the remaining terms of the Affiliate Terms.