

## AFFILIATE MARKETING PROGRAM MASTER TERMS

These Affiliate Marketing Program Master Terms ("Master Terms") are entered into by and between Squarespace (as defined below) and the affiliate ("Affiliate" or "you") described on the Insertion Order (as defined below).

Please read these Master Terms carefully before you join Squarespace's affiliate marketing program (the "Program"). These Master Terms set forth the terms and conditions upon which Affiliate will refer new customers to Squarespace in order to receive Commissions (as defined below). The Program makes use of the digital marketing platform (the "Platform") owned and operated by Impact Radius, Inc. ("Impact"). By participating in the Program, you agree to these Master Terms.

Failure to comply with any provisions of these Master Terms may result in a loss and/or reduction of Commissions, which such decisions shall be made by Squarespace in Squarespace's sole discretion.

Capitalized terms used and not defined herein will have the meaning given in the Insertion Order. Capitalized terms used and not defined in the Insertion Order will have the meaning given in these Master Terms. The Insertion Order and these Master Terms are collectively referred to herein as the "Agreement." Squarespace and Affiliate are described herein individually as a "Party" and collectively as the "Parties".

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### *1. Definitions*

1.1 "Affiliate Materials" means any materials used or distributed by Affiliate in connection with the Services. Affiliate Materials include, without limitation, emails, social media posts, images, copy, .text, .gifs, quotations and videos.

1.2 "Affiliate Sites" means any websites or platforms (including, without limitation, social media pages) owned or controlled by Affiliate.

1.3 "Applicable Laws" means any law, statute, ordinance, rule, regulation, order or determination of any Governmental Authority applicable to the Agreement or the Services provided hereunder, along with applicable industry standards, including, without limitation, those concerning e-mail communication, privacy, data protection and anti-corruption. Applicable Laws shall include, without limitation, the following, as may be amended, updated or modified, the United States Foreign Corrupt Practices Act, the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), the CAN-SPAM Act of 2003 (Public Law No. 108-187), EU Directive 2002/58/EC on Privacy and Electronic Communications, the Federal Trade Commission Guides Concerning the Use of Endorsements and Testimonial in Advertising, available at <https://www.ftc.gov/sites/default/files/documents/one-stops/advertisement-endorsements/091005revisedendorsementguides.pdf>, the Australian Advertiser Code of Ethics, available at <http://aana.com.au/self-regulation/codes>, the ACCC Advertising and Selling Guidelines, available at <https://www.accc.gov.au/publications/advertising-and-selling-guide/introduction> and the ASA UK Advertising Codes, available at <https://www.asa.org.uk/codes-and-rulings/advertising-codes.html>.

1.4 "Governmental Authority" means: (a) any international, foreign, federal, state, county or municipal government, or political subdivision thereof; (b) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body; or (c) any court or administrative tribunal of competent jurisdiction.

1.5 "Link" or "Links" means the text links, graphical hypertext links and other linking code obtained from the Platform which provide direct access to the Squarespace Site and may be included on Affiliate Sites in accordance with the Agreement.

1.6 "Offer Code" means a discount offer code obtained from the Platform which may be used by customers on the Squarespace Site and may be included on Affiliate Sites in accordance with the Agreement.

1.7 "Personal Information" means any information that: (a) can be used to identify, contact or locate a specific individual; (b) can be used in conjunction with other personal or identifying information to identify, contact or locate a specific individual, including, for

example, a persistent identifier, such as a customer number held in a “cookie” or processor serial number; or (c) is defined as “personal information” or “personal data” by laws relating to the collection, use, storage and/or disclosure of information about an identifiable individual.

1.8 “Squarespace” means: (a) Squarespace, Inc., a Delaware corporation with offices at 225 Varick Street, 12<sup>th</sup> Floor, New York, NY 10014 (“Squarespace US”); and (b) Squarespace Ireland Limited, a company incorporated under the laws of Ireland with company registration number 527641 and having its registered address at Le Pole House, Ship Street Great, Dublin 8, Ireland (“Squarespace Ireland”). To the extent you refer an Attributable Subscriber (as defined below) which is a resident of or has their principal place of business in the United States of America or any of its territories or possessions (such Attributable Subscriber, a “US Customer”), the Agreement is between you and Squarespace US. To the extent you refer an Attributable Subscriber which is not a US Customer, the Agreement is between you and Squarespace Ireland. For avoidance of doubt, you may simultaneously enter into two different Agreements, one with Squarespace US and one with Squarespace Ireland.

1.9 “Squarespace Marks” means the Squarespace name, Squarespace word mark, interlocking double-S icon mark and any other Squarespace graphics, logos, designs, scripts, indicia and service names.

1.10 “Squarespace Materials” means all materials and services available on or through the Squarespace Site and all materials and services provided by or on behalf of Squarespace, its marketing agency and its and their affiliates, subsidiaries, employees, or other commercial partners including, without limitation, the Squarespace Site design and layout, Links, software, images, text, Offer Codes, messages, Squarespace Marks and related materials, whether publicly posted or privately transmitted, and all derivative works of any of the foregoing.

1.11 “Squarespace Platform” means Squarespace’s proprietary platform and related products and services designed to help Squarespace’s customers build and manage websites and online businesses. The Squarespace Platform is provided through, inter alia, the website and associated domains of [www.squarespace.com](http://www.squarespace.com) (the “Squarespace Site”).

## 2. Services

Subject to the terms and conditions of these Master Terms and as set forth in the Insertion Order, Affiliate will use and publish Squarespace Materials (including Links and Offer Codes) on Affiliate Sites (the “Services”).

## 3. Insertion Order

Affiliate shall agree to an electronic insertion order via the Platform for the provision of Services pursuant to the Agreement (“Insertion Order”). In the event of a conflict between these Master Terms and the Insertion Order, these Master Terms shall control unless specifically and expressly provided otherwise in the Insertion Order. Each Insertion Order accepted by Affiliate on the Platform hereby supersedes and deletes in its entirety any Insertion Order previously accepted by Affiliate on the Platform.

## 4. Program Details

4.1 Enrollment. After Squarespace receives your application to participate in the Program, we will review the Affiliate Sites and notify you of your acceptance or rejection. Squarespace requests up to forty-eight (48) hours to review each application and reserves the right to accept or reject any application in our sole discretion.

4.2 Links. Upon acceptance into the Program, Links will be made available to Affiliate through the Platform. Affiliate agrees: (a) to only use Links obtained from the Platform; and (b) not to manipulate, alter or otherwise modify any Links (including, without limitation, any linking code).

4.3 Offer Codes. Upon acceptance into the Program, Offer Codes may be made available to Affiliate through the Platform. Affiliate acknowledges and agrees that Offer Codes must be displayed in their entirety. Affiliate further agrees: (a) to only use Offer Codes obtained from the Platform; (b) not to post any information about how to work around the requirements of the Offer Code (e.g., first-time customers only); (c) not to use any technology that covers up the Offer Code and generates the affiliate click by revealing the Offer

Code; (d) not to advertise Offer Codes obtained outside of the Platform; and (e) not to state, imply or otherwise give the appearance that use of an Offer Code requires clicking from the Affiliate Site in order to receive the discount or other benefit of the Offer Code.

**4.4 State and Country Residence and Solicitation Restrictions.** Affiliate represents and warrants that it does not reside in or otherwise provide Services from any Restricted Country (as defined below) or any Restricted State (as defined below). “Restricted Country” means any country anywhere in the world except for Australia, Canada, the countries in the European Union, New Zealand, the United Kingdom or the United States of America, together with any respective territories, commonwealths and possessions of any of the foregoing. “Restricted States” means Alaska, Arkansas, Idaho, Iowa, Kentucky, Louisiana, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Dakota, Oklahoma, Puerto Rico, Rhode Island, Vermont, Washington, D.C., West Virginia, or Wyoming. If you currently reside in or otherwise provide Services from a Restricted Country or a Restricted State, you may not participate in the Program. If at any time during the term of the Agreement you become a resident of or provide Services from a Restricted Country or a Restricted State: (a) you must immediately notify Squarespace; and (b) this Agreement will automatically terminate effective as of the date you establish such residency. Affiliate agrees that it shall not perform any Services in the Restricted Countries or Restricted States, including, without limitation: (i) distributing flyers, coupons, newsletters and other printed materials or electronic equivalents thereof; (ii) engaging in verbal solicitation, including in-person referrals or initiating telephone calls; and (iii) sending emails intended to refer customers to Squarespace. Affiliate will provide Squarespace or its marketing agency with proof of compliance with this Section 4.4 upon Squarespace’s request. This Section 4.4 shall apply to any sub-affiliates engaged by Affiliates hereunder.

**4.5 Eligibility.** Affiliate represents and warrants that neither Affiliate nor any employees or agents of Affiliate is an employee, family member of an employee or an entity directly or indirectly owned or controlled by an employee or family member of an employee, of Squarespace US or Squarespace Ireland, or their subsidiaries, suppliers or advertising, promotion or fulfillment agencies (collectively, “Restricted Entities”). Restricted Entities are not permitted to be affiliates.

## *5. Affiliate Sites and Affiliate Materials*

**5.1 List All Domains.** Affiliate may not utilize an Affiliate Site domain in its performance of the Services unless such domain is listed in Affiliate’s Platform profile.

**5.2 Social Media Affiliate Sites.** Affiliate Sites may include Affiliate’s social media pages on Facebook, Twitter, Instagram, Pinterest or other social media platforms, provided that Affiliate must comply with this Section 5.2 and the rest of the Agreement. Affiliate may promote Offer Codes or include Links to its followers on its social media pages. However, Affiliate may not: (a) post Links or Offer Codes on Squarespace’s social media pages; (b) run paid social advertisements or otherwise “boost” or promote its social media posts using the Squarespace Materials or Squarespace Marks; and (c) create a social media account on any social media platform that includes the Squarespace Materials or Squarespace Marks in the page name and/or username.

**5.3 Email Marketing and Push Notifications Affiliate Sites.** Affiliate Sites may include Affiliate’s email marketing campaigns, push notifications marketing and all other marketing communications as regulated by Applicable Laws, provided that Affiliate must comply with this Section 5.3 and the rest of the Agreement. Affiliate shall be solely responsible for all aspects of the emails, push notifications and other communications, including, without limitation, managing and sending the emails, push notifications or other communications and ensuring that the emails, push notifications or other communications comply with all Applicable Laws. All emails, push notifications or other communications must be sent by Affiliate and may not state, imply or otherwise give the appearance that the email, push notification or other communication is being sent by or on behalf of Squarespace.

**5.4 Prior Approval Required for Printed Materials.** Affiliate may not create, publish, distribute, print or otherwise publicly release any tangible printed Affiliate Materials which include the Squarespace Materials or Squarespace Marks without the prior written approval of Squarespace or its marketing agency.

## *6. Term and Termination*

**6.1 Term and Termination.** The Agreement shall be effective as of the date Affiliate accepts an Insertion Order and shall remain in effect until terminated: (a) by either Party upon three (3) days’ prior written notice to the other Party; or (b) as otherwise set forth herein. Squarespace may terminate the Agreement immediately in the event that Affiliate: (i) materially breaches the Agreement; (ii) undergoes a Bankruptcy Event (as defined below); or (iii) undergoes a Change Event (as defined below).

6.2 Affiliate's Material Breach. In the event the Agreement is terminated by Squarespace due to Affiliate's material breach, Bankruptcy Event, or Change Event, Affiliate will no longer be eligible to receive payment for otherwise Attributable Subscribers. Upon termination of the Agreement, Affiliate shall immediately: (i) cease all use of Squarespace Materials; and (ii) cease publishing all Links and Offer Codes. "Bankruptcy Event" means that Affiliate: (a) files a bankruptcy petition (or an involuntary filing is made) that is not dismissed within one hundred twenty (120) days; (b) has a liquidator, administrator, receiver or examiner appointed to it or over part or all of its assets or enters into a composition with its creditors (save for the purposes of a bona fide reconstruction or amalgamation); (c) is unable to pay its debts as they come due; or (d) engages in any other wind-down or discontinuation of its business. "Change Event" means that Affiliate undergoes a merger, acquisition or other transfer of substantially all of the assets, business, or business division to which the Agreement relates.

## 7. Licenses

7.1 License. Subject to the terms of the Agreement, Squarespace grants Affiliate a non-exclusive, non-sublicensable, non-transferable, worldwide, royalty-free, restricted license to use, copy, publish and display the Squarespace Materials during the term of the Agreement, solely to the extent necessary to perform the Services. Affiliate shall not, and shall not permit any third party to, modify, reverse engineer, recompile, or reverse assemble the Squarespace Materials.

7.2 Trademark License and Usage Guidelines. Squarespace grants Affiliate a non-exclusive, non-sublicensable (except to sub-affiliates solely as permitted hereunder), non-transferable, worldwide, royalty-free, restricted license to use, copy, publish and display the Squarespace Marks during the term of the Agreement solely to the extent necessary to perform the Services. Use of Squarespace Marks shall at all times be subject to compliance with Squarespace's brand and logo guidelines, as made available on the Squarespace Site (at <https://www.squarespace.com/brand-guidelines> and <https://www.squarespace.com/logo-guidelines>) and as may be updated or revised from time to time.

7.3 Reservation of Rights. Subject to the license grants to Affiliate herein, Squarespace shall retain all rights, title and interests in and to the Squarespace Materials and Squarespace Marks. Affiliate shall not acquire any rights to either the Squarespace Materials or Squarespace Marks by implication, estoppel or otherwise. All goodwill symbolized by and connected with the use of the Squarespace Marks shall inure solely to the benefit of Squarespace.

## 8. Sub-Affiliate Networks

Sub-Affiliate Networks. If Affiliate is a sub-affiliate network, Affiliate must be transparent with Squarespace about its use of sub-affiliates and must receive approval from Squarespace or its marketing agency prior to engaging any sub-affiliates to perform the Services. If approved, Affiliates are permitted to act as sub-affiliate networks provided that: (a) sub-affiliate network Affiliates shall be responsible for all its sub-affiliates; (b) sub-affiliate network Affiliates must require all its sub-affiliates to contractually agree to comply with all provisions of these Master Terms; (c) sub-affiliate network Affiliates must receive prior written approval from Squarespace before engaging any sub-affiliate to perform Offer Code-related Services; and (d) sub-affiliate network Affiliates must provide, upon Squarespace's request, reporting data for each sub-affiliate.

## 9. PPC Campaign Guidelines

Affiliates may not: (a) bid on any of Squarespace Marks (including, without limitation, any variations or misspellings thereof) for search or content-based campaigns on Google, MSN, Yahoo, Bing, Facebook, any other pay-per-click advertising network, together with any mobile platforms for any of the foregoing (collectively, "Affiliate PPC Campaigns"); (b) use the Squarespace Marks in sequence with any other keyword (i.e. "Squarespace Offer Codes") in Affiliate PPC Campaigns; (c) use the Squarespace Marks in your ad title, ad copy, display name or as the display URL in Affiliate PPC Campaigns; (d) direct link to the Squarespace Site from Affiliate PPC Campaigns or use redirects that yield the same result (Affiliate PPC Campaigns links must be directed to an actual page on the Affiliate Site); (e) bid in any manner appearing higher than Squarespace for any search term in position 1-5 in any auction style Affiliate PPC Campaigns; and (f) use the Squarespace Marks or any misspellings of Squarespace Marks to re-direct traffic through an Internet Service Provider to the Affiliate Site or a page on the Squarespace Site. If Affiliate automates its Affiliate PPC Campaigns, Affiliate is solely responsible for complying with the foregoing. Squarespace recommends you add the Squarespace Marks as negative keywords in your Affiliate PPC Campaigns.

## 10. Affiliate Materials

10.1 Endorsement Rules. Affiliate Materials must comply with all Applicable Laws concerning endorsements. Affiliate Materials must reflect Affiliate's honest opinions, findings, beliefs, or experiences with Squarespace and the Squarespace Platform, and may not contain any statements or representations about Squarespace or the Squarespace Platform that are not true or are deceptive. If Affiliate's opinions, findings, or experiences included in the Affiliate Materials change, Affiliate will promptly inform Squarespace of such change and if possible, promptly update the applicable Affiliate Materials.

10.2 Disclosure of Sponsorship. Affiliate Materials must comply with all Applicable Laws concerning sponsored content. Affiliates must include a disclosure statement within any and all Affiliate Materials (including, without limitation, all pages, blog posts, social media posts or emails) where Links or Offer Codes are posted as an endorsement or review, and where it is not clear that such Link or Offer Code is a paid advertisement. Such statements should be clear and concise and inform readers that you are being compensated for your review or endorsement. If you receive the Squarespace product for free, you must also clearly state this in your disclosure. Disclosures: (a) must be made at the beginning of the claims and may not appear solely in a "Terms of Use", "Legal", "About Us" or other separate page on an Affiliate Site; (b) should be placed above the fold and should not require scrolling to be read; and (c) should be made in the same medium as the endorsement or review (e.g. video, text). Pop-up, hover state and button disclosures are not permitted. These disclosure guidelines apply to social media platforms even where space is restricted (e.g., tweets). For more information about FTC disclosure requirements, please review the FTC's "Dot Com Disclosures" Guidelines at <http://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf> (example 21) and the FTC's Endorsement Guidelines at <http://business.ftc.gov/advertising-and-marketing/endorsements>. If you engage in so called "native advertising", you further agree to comply with the FTC's Enforcement Policy Statement on Deceptively Formatted Advertisements at [https://www.ftc.gov/system/files/documents/public\\_statements/896923/151222deceptiveenforcement.pdf](https://www.ftc.gov/system/files/documents/public_statements/896923/151222deceptiveenforcement.pdf) and related guidelines.

10.3. No PII. Affiliate Materials must not contain any Personal Information (such as license plate numbers, names, e-mail addresses or street addresses) of any person.

10.4. No Third Party IP. Except for Squarespace Materials and Squarespace Marks, Affiliate Materials must not contain intellectual property not owned by Affiliate without prior written permission, including, without limitation, trademarks, logos, songs, movies, TV shows or products.

## 11. Restrictions; Prohibited Behavior; Communications; Competing Companies

11.1 Restrictions. Affiliate Sites and Affiliate Materials: (a) are and will be free of viruses, Trojan horses, worms, bots, backdoors, and/or other computer programming routines that may potentially damage, interfere with, intercept, disable, deactivate, or expropriate any Personal Information or Squarespace Platform software, data or other Squarespace intellectual property (collectively, "Malware"); (b) may not, in the sole reasonable opinion of Squarespace contain any content which: (i) is materially different in subject matter than the content which generally appears on such Affiliate Site; (ii) involves, facilitates, advocates or promotes one or more of the following: (A) discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability; (B) libel, defamation, hate, obscenity, pornography or violence; (C) deceptive, misleading or fraudulent advertising or related content; (D) the use or sale of weapons or illegal substances, or the provision of illegal services; (E) gambling services, including, without limitation, any online casino, sports betting or poker; (F) illegal schemes, promotions, and contests, including, without limitation, pyramid schemes, mail fraud, illegal lotteries or chain letters; (G) investment advice or opportunities not permitted by Applicable Laws; (H) software piracy, hacking or illegal downloads of any kind; (I) spam, payola or other content that violates Applicable Laws or best practices relating to consumer protection; (J) offers that include or require downloads of spyware or other Malware; or (K) any other potentially fraudulent or misleading content, including, without limitation, offers that fail to provide a user with promised products or discounts, or that otherwise mislead or surprise users; (c) will not infringe upon or misappropriate the intellectual property, privacy, publicity or other rights of any third party; (d) shall comply with all Applicable Laws; and (e) will not contain software or use technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of commissions from another affiliate (including, without limitation, toolbars, browser plug-ins, extensions or add-ons).

11.2 Prohibited Behavior. Affiliate may use and publish the Squarespace Materials solely in the form provided by Squarespace solely as specifically approved by Squarespace. Affiliate shall not and shall not cause or permit any third party (including, without limitation, any sub-affiliates) to:

- (a) register any domain names which include the Squarespace Marks;
- (b) create or publish any Affiliate Sites (or pages or posts therein) which in any way copy, resemble or mirror the look and feel of the Squarespace Site;
- (c) use any means to create the impression that Affiliate Sites are the Squarespace Site or any part of the Squarespace Site, including, without limitation, framing of the Squarespace Site in any manner;
- (d) engage in cookie stuffing or include pop-ups, false or misleading links on Affiliate Sites;
- (e) mask, obscure or otherwise deidentify the referring URL information (i.e. the page from where a click originates);
- (f) use redirects to hide or manipulate the original source;
- (g) use redirects to bounce a click off of a domain from which the click did not originate in order to give the appearance that it came from such domain;
- (h) intersperse any content or enable any additional pop-up between a Link and the Squarespace Site;
- (i) directly or indirectly access, launch, and/or activate Links through or from, or otherwise incorporate Links in, any software application, website, or other means except as expressly authorized by Squarespace;
- (j) “crawl”, “spider”, index or in any non-transitory manner store or cache information obtained from any Links, or any part, copy, or derivative thereto;
- (k) engage in any action or practice that reflects poorly on Squarespace, or otherwise disparages or devalues Squarespace’s or its customers’ reputation or goodwill; or
- (l) reverse engineer, recompile or reverse assemble the Squarespace Materials.

11.3 Communications. Affiliate will communicate regularly with Squarespace or its marketing agency and will respond to any requests from Squarespace or its marketing agency for clarification or more information on any subscriptions or clicks which Squarespace suspects may be in violation of these Master Terms in a timely and honest manner. Affiliate agrees: (a) to be forthcoming and honest, and not intentionally vague or otherwise misleading or deceitful; (b) to respond to all requests within a reasonable time period; and (c) to retain documentation and records sufficient to enable Affiliate to substantiate or validate the source of any traffic with clear and demonstrable proof.

11.4 Competing Companies. Affiliate shall not publish, broadcast, or display, in or on any Affiliate Sites, or Affiliate Materials containing Squarespace Materials, any advertising materials from any company offering website building or hosting, email marketing, appointment scheduling, domain name sales or hosting, or any related services, as well as all affiliates and subsidiaries of any such companies (collectively, “Competing Companies”). For the purpose of this Section 11.4, Competing Companies shall include, without limitation, Wix, Square/Weebly, GoDaddy, Shopify, Web.com, Wordpress, Mailchimp, Big Cartel, Big Commerce, Cargo Collective, Magento, Minted, Jimdo, Namecheap, Hover, Media Temple, Domains.com, Schedulicity, Appointy, Calendly, FullSlate, MindBody, 99 Designs and Webflow.

## 12. Commissions

12.1 Attributable Subscribers. An “Attributable Subscriber” shall be any subscriber to a Squarespace plan category (“Plan Category”) who: (a)(i) arrives on the Squarespace Site via a Link (the date of such arrival, the “Landing Date”); (ii) has not visited the Squarespace Site prior to the Landing Date from any source (including, without limitation, any other affiliates in the Program) other than Affiliate Sites; (iii) becomes a subscriber within forty-five (45) days after the Landing Date (the date of such subscription action in Eastern Standard Time, the “Link Start Date”); and (iv) remains in good standing as a Squarespace subscriber for at least eighty (80) days following the Link Start Date; or (b)(i) subscribes to a Plan Category on the Squarespace Site using an Offer Code (the date of such subscription action in Eastern Standard Time, the “Offer Code Start Date”; and (ii) remains in good standing as a Squarespace subscriber for at least eighty (80) days following the Offer Code Start Date. The eighty (80) day periods in the foregoing (b)(iv) and (a)(ii) shall be referred to herein as the “Attributable Period.” As applicable, the Link Start Date and the Offer Code Start Date shall be referred to herein as the “Start Date.”

12.2 Commissions. Affiliate shall be paid commissions for Attributable Subscribers by Impact via the Platform in accordance with the payment terms on the Insertion Order (“Commissions”). If you breach the Agreement or otherwise engage in any behavior which Squarespace deems improper, in each case as determined by Squarespace in its sole discretion, you will not receive any Commissions.

Squarespace reserves the absolute right, which it may exercise at any time for any reason, without any liability to you, to cancel, reduce or reverse Commissions, modify the payment terms on the Insertion Order or suspend you from the Program.

**12.3 Non-Qualifying Subscribers.** Affiliate acknowledges that no Commissions will be paid to Affiliate for: (a) any subscribers who Squarespace is unable to attribute to Affiliate; (b) a subscriber via a Link who visited the Squarespace Site prior to the Landing Date from a source other than Affiliate Sites; or (c) any subscribers who otherwise do not qualify as an Attributable Subscriber.

**12.4 Plan Changes.** If an Attributable Subscriber moves to a cheaper Plan Category between the Start Date and the end of the Attributable Period, Squarespace shall pay Affiliate for the Plan Category to which the Attributable Subscriber is subscribed at the end of the Attributable Period.

**12.5 Taxes.** Affiliate may charge and Squarespace shall pay applicable national, state or local sales and use, value added or goods and services taxes that Affiliate is legally obligated to charge ("Indirect Taxes"), provided that such Indirect Taxes are separately stated on the invoice that Affiliate provides to Squarespace and that such invoices otherwise meet the requirements for a valid tax invoice in accordance with applicable law. If you have questions about configuring your Platform profile to charge Indirect Taxes, please contact Impact. If you do not configure your Platform profile to charge Indirect Taxes to Squarespace prior to receiving any payment to which such Indirect Taxes apply under the Agreement, you will indemnify and hold harmless the Squarespace Indemnitees (as defined below) from and against any and all claims, demands, judgments, liabilities, losses and causes of action of any Governmental Authority, and any costs (including reasonable attorneys' fees) arising out of your failure to charge Indirect Taxes or otherwise comply with Applicable Laws. Notwithstanding the foregoing, however, Affiliate may not charge and Squarespace will not be liable for any income taxes imposed on Affiliate or any other taxes or charges assessed against Affiliate or associated with the operation of Affiliate's business. Taxes may be deducted or withheld from any payments made to Affiliate hereunder as required by Applicable Laws, and payment to Affiliate as reduced by such deductions or withholdings will constitute full payment and settlement to Affiliate of such payment. Prior to Affiliate receiving any payments hereunder, Affiliate will upload all required tax documentation to the Platform. Additionally, Affiliate will provide Squarespace with any forms, documents or certifications as Squarespace may reasonably request. Any Affiliate located outside of the United States certifies that it will perform and has performed all Services outside of the United States.

### ***13. Confidentiality; No Publicity***

**13.1 Confidentiality.** The term "Confidential Information" means all trade secrets, know-how, methods, software and other financial, business, regulatory or technical information disclosed by or for a Party in relation to the Agreement that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential. Confidential Information includes the Agreement, the terms and conditions of the Agreement, and information exchanged in the course of negotiating the Agreement. Confidential Information does not include any information that: (a) was rightfully known to the receiving Party without restriction before receipt from the disclosing Party; (b) is rightfully disclosed to the receiving Party without restriction by a third party; (c) is or becomes generally known to the public without violation of the Agreement by the receiving Party; or (d) is independently developed by the receiving Party or its employees without access to or reliance on such information. Except for the specific rights granted by the Agreement, the receiving Party shall not possess, access, use or disclose any of the disclosing Party's Confidential Information without the disclosing Party's prior written consent, and shall use reasonable care to protect the disclosing Party's Confidential Information. Each Party shall be responsible for any breach of this Section 13.1 by its employees and contractors. Promptly after any termination of the Agreement (or at the disclosing Party's request at any other time), the receiving Party shall return to the disclosing Party all Confidential Information and all information, records and materials developed therefrom. If required by law, the receiving Party may disclose Confidential Information of the disclosing Party, provided the receiving Party gives adequate prior notice of such disclosure, unless expressly prohibited by law, to the disclosing Party in order to permit the disclosing Party to intervene and to request protective orders or other confidential treatment therefor.

**13.2 No Publicity.** Except as otherwise set forth herein, neither Party will issue or make, directly or indirectly, any press releases or other public announcements relating to the Agreement or the underlying transaction(s) between Squarespace and Affiliate without the prior written approval of the other Party, which such approval may be withheld by such other Party in its sole discretion.

### ***14. Representations and Warranties; Disclaimers***



14.1 Affiliate Representations and Warranties. Affiliate represents and warrants that: (a) it has all necessary right, power and authority to enter into and perform the Agreement; (b) its performance under the Agreement does not and will not violate or cause a breach of the terms of any other agreement to which it is a party; (c) it will not add to, delete from or modify any Squarespace Materials except as expressly permitted under the Agreement; (d) it is the owner of each Affiliate Site in which it displays Squarespace Materials, or it is legally authorized to act on behalf of the owner of each Affiliate Site in which it displays Squarespace Materials; and (e) Affiliate Sites, Affiliate Materials and Affiliate's performance under the Agreement: (i) do and will comply with all Applicable Laws; and (ii) do not and will not infringe or misappropriate the intellectual property, privacy, publicity or other rights of any third party.

14.2 Squarespace Representations and Warranties. Squarespace represents and warrants that: (a) it has all necessary right, power and authority to enter into and perform the Agreement; (b) its performance under the Agreement does not and will not violate or cause a breach of the terms of any other agreement to which it is a party; and (c) the Squarespace Materials will not infringe or misappropriate the intellectual property rights of any third party.

14.3 DISCLAIMER. EXCEPT AS OTHERWISE SET FORTH IN SECTION 14.2, THE SQUARESPACE MATERIALS (INCLUDING SQUARESPACE MARKS, LINKS AND OFFER CODES) AND ALL RELATED INFORMATION, MATERIALS, SERVICES AND TECHNOLOGY PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF SQUARESPACE HEREUNDER ARE PROVIDED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SQUARESPACE MAKES NO WARRANTY THAT: (A) IT WILL CONTINUE TO OPERATE THE SQUARESPACE SITE, OFFER THE SQUARESPACE MATERIALS IN THEIR CURRENT FORM OR MAINTAIN THE SQUARESPACE MARKS; (B) THE SQUARESPACE SITE WILL BE ACCESSIBLE WITHOUT INTERRUPTION; OR (C) THE SQUARESPACE MATERIALS ARE OR WILL BE FREE FROM ERRORS, DEFECTS OR DESIGN FLAWS. FURTHER, SQUARESPACE MAKES NO REPRESENTATIONS REGARDING THE VOLUME OF COMMISSIONS OR ATTRIBUTABLE SUBSCRIBERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SQUARESPACE DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 15. Indemnification

Affiliate shall defend, indemnify and hold harmless Squarespace, its affiliates and its and their partners, officers, directors, employees, agents, representatives and personnel ("Squarespace Indemnitees") from and against any and all third party claims, demands, judgments, liabilities, losses, and causes of action of any third parties, and any costs (including reasonable attorneys' fees) associated therewith, to the extent arising out of or related to: (a) the gross negligence or willful misconduct of Affiliate or its employees or agents (including, without limitation, any sub-affiliates); (b) any breach by Affiliate of these Master Terms (including, without limitation, Affiliate's representations, warranties or confidentiality obligations hereunder); or (c) any claim that any Affiliate Sites or Affiliate Materials infringe or misappropriate the intellectual property, privacy, publicity or other rights of any third party (collectively "Indemnified Claim(s)"). Squarespace will (at Affiliate's sole expense) reasonably cooperate to facilitate the settlement or defense of such Indemnified Claim. Affiliate is solely responsible for defending any Indemnified Claim against a Squarespace Indemnitee, subject to such Squarespace Indemnitee'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 all Indemnified Claims against a Squarespace Indemnitee; provided however, that Affiliate will not agree to any settlement that imposes any obligation or liability on a Squarespace Indemnitee without such Squarespace Indemnitee's prior express written consent.

## 16. Limitation of Liability

EXCEPT FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, AFFILIATE'S INDEMNIFICATION OBLIGATIONS HEREUNDER AND AFFILIATE'S INFRINGEMENT OR MISAPPROPRIATION OF SQUARESPACE'S INTELLECTUAL PROPERTY RIGHTS: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT; AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN AN AMOUNT THAT EXCEEDS THE TOTAL FEES RECEIVED BY AFFILIATE UNDER THE AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH CLAIM.

## 17. Notices



Any notices sent pursuant to the Agreement shall be sent by email: (a) to Affiliate at the contact email address listed in Affiliate's Platform profile; and (b) to Squarespace at [squarespace@accelerationpartners.com](mailto:squarespace@accelerationpartners.com) with a copy to [affiliatesgsp@squarespace.com](mailto:affiliatesgsp@squarespace.com).

## *18. Independent Contractors*

The Parties are independent contractors. Nothing contained in the Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the Parties, and neither Party may create any obligations or responsibilities on behalf of the other Party.

## *19. Governing Law*

(a) If the Agreement is between you and Squarespace US: (i) the Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws provisions thereof; and (ii) exclusive jurisdiction and venue for any action arising under the Agreement shall be in the federal and state courts located in New York City, and both Parties hereby consent to such jurisdiction and venue for this purpose.

(b) If the Agreement is between you and Squarespace Ireland: (i) the Agreement shall be governed by and construed in accordance with the laws of Ireland; and (ii) exclusive jurisdiction and venue for any action arising under the Agreement shall be in the courts of Ireland, and both Parties hereby consent to such jurisdiction and venue for this purpose.

(c) In any action or proceeding to enforce or interpret the Agreement, the prevailing Party will be entitled to recover from the other Party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

## *20. General*

**20.1 Assignment and Subcontracting.** Affiliate may not assign the Agreement, in whole or in part, or any of its rights and obligations hereunder, without the prior written consent of Squarespace. Squarespace may freely subcontract any of its rights or obligations under this Agreement, including, without limitation, to its marketing agency.

**20.2 No Waiver.** The failure of either Party to insist upon strict performance of any of the provisions contained in the Agreement shall not constitute a waiver of any rights contained herein, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party of any of the terms or conditions in the Agreement.

**20.3 Severability.** In the event that any provision of the Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.

**20.4 Survival.** Any provision of the Agreement that contemplates performance or observance subsequent to termination or expiration of the Agreement (including, without limitation, confidentiality, limitation of liability and indemnification) will survive termination or expiration of the Agreement and continue in full force and effect thereafter.

**20.5 Merger; Modifications.** The Agreement, including the Insertion Order and these Master Terms, represents the entire agreement and supersedes all previous agreements and understandings between the Parties relating to the subject matter hereof. We may modify these Master Terms or your Insertion Order from time to time by posting updated versions to the Platform. By continuing to participate in the Program after any updates to the Agreement, you agree to be bound by the modified Agreement.

**20.6 Use of Squarespace.** Any use by Affiliate or its employees or agents of the Squarespace Platform, the Squarespace Site and/or any Squarespace APIs, API SDKs and other developer tools and documentation will at all times be in compliance with the Squarespace Terms of Service and the Developer Terms of Use posted on the Squarespace Site.