

## Terms & Conditions for Malwarebytes Affiliate Program

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE APPLYING FOR THE MALWAREBYTES AFFILIATE PROGRAM.

THE TERMS AND CONDITIONS FOR MALAERBYTES AFFILIATE PROGRAM (this "Agreement") ARE AN AGREEMENT BETWEEN YOU AND MALWAREBYTES AND GOVERN YOUR PARTICIPATION IN THE MALWAREBYTES AFFILIATE PROGRAM.

You, as a publisher ("Publisher"), can participate in the Malwarebytes Affiliate Program upon the condition that you accept all the terms contained in this Agreement. By applying and clicking to accept where indicated on the applicable page, you have indicated that you understand the Agreement and accept this Agreement. If you are accepting the terms of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the terms of these terms and conditions, and, in such event, "you", "your" and "Publisher" will refer to that company or other legal entity.

1. The Term "Advertiser" shall refer to Malwarebytes.
2. Publishers cannot be in conflict with the terms and conditions posted by the partner managing the affiliate program as identified in the affiliate program management and tracking platform (such partner, the "Program Manager").
3. Publishers must provide a website URL or concrete promotional method when signing up for the "Advertiser Performance Marketing Program".
4. Publishers must present a professional appearance that aligns with Advertiser's brand image.
5. **License to Use Materials.** Advertiser grants to Publisher a nonexclusive, royalty-free, and worldwide license during the term of this Agreement only, to use and display the materials solely for the purpose of marketing and promoting Malwarebytes products and for performance marketing services ("Performance Marketing Services") in compliance with the terms and conditions of this Agreement. Publisher acknowledges the exclusive ownership by Advertiser of the materials and that use of the materials will inure to the sole benefit of Advertiser and its affiliates. Publisher will not do or permit to be done any act or thing inconsistent with such ownership and will not acquire or claim, or assist third parties in acquiring or claiming, any title in or to any of the materials, including by virtue of this Agreement or through Publisher's use of the materials. In addition, Publisher agrees that it will not directly or indirectly undertake any action that in any manner might question, contest, challenge, infringe or impair the validity, enforceability, scope of rights or title of Advertiser in any of the materials at any time during the term of this Agreement and thereafter.
6. **Advertiser as Third-Party Beneficiary.** Publisher acknowledges and agrees that Advertiser is an intended third-party beneficiary of the Cleverbridge Performance Marketing Publisher Terms and additional terms and conditions of the Program Manager (jointly "Publisher Terms" and, together with the terms in this Agreement, the "Terms") and is entitled to the rights and benefits of the Publisher Terms, and Advertiser may enforce the Publisher Terms vis-à-vis the Publisher as if Advertiser were a party to the Publisher Terms.
7. **Compliance to Brand Guidelines**
  - I. Publishers must adhere to the brand guidelines provided by Malwarebytes. Any use of trademarks, logos, or other brand elements must be in compliance with the guidelines provided. Unauthorized use of these brand elements is strictly prohibited.
  - II. All marketing materials and communications produced and used by Publisher shall clearly identify Publisher (and indicate that it is from Publisher) and shall not confuse viewer into believing they are viewing materials or communications from Malwarebytes.
  - III. All creative and marketing material produced by Publishers must be approved by Malwarebytes in advance in writing (email sufficient). This includes, but is not limited to Text Ads, Video Ads, Banner Ads, Browser /In-app Notifications. Please email us at [affiliates@malwarebytes.com](mailto:affiliates@malwarebytes.com) for any questions and or approvals.

8. **SMS Advertising.** Publishers are strictly prohibited from engaging in any text or SMS marketing activities related to the products or services provided by Malwarebytes. SMS marketing includes the sending of any text messages for promotional purposes. Any violation of this policy may result in immediate termination from the affiliate program and legal action.

9. **No PUP-Like Behavior or Misleading Advertising**

I. Publishers are prohibited from engaging in any behavior or tactics used by potentially unwanted programs. See [www.malwarebytes.com/pup](http://www.malwarebytes.com/pup).

II. Publishers are prohibited from engaging in any misleading advertising practices related to our products or services. This includes, but is not limited to, false or deceptive statements about the quality, features, pricing, or availability of our products or services.

III. Publishers are prohibited from using scareware tactics, which involve misleading users through false security threats or other alarming messages, are expressly forbidden.

10. **Search Engine Marketing Campaign Rules**

I. **Protected SEM Bidding Keywords.** Bidding on Malwarebytes' trademark terms, or any derivations or misspellings, is not permitted. You may never bid on standalone trademark terms. Participating in TM+ SEM campaigns is closed and requires written permission from the Malwarebytes Protected terms include Malwarebytes and MBAM. Please email us at [affiliates@malwarebytes.com](mailto:affiliates@malwarebytes.com) if you have questions.

II. **Recommended SEM Bidding Keywords.** Generic, non-branded computer software/antivirus related keywords are open and recommended for SEM bidding campaigns.

III. **Prohibited SEM Display URL Content** ?

Malwarebytes' trademarks are never to be used as the primary display URL for SEM. You are allowed to use Malwarebytes trademarks in the subdomain of your display URL. For example, [www.yourwebsite.com/malwarebytes](http://www.yourwebsite.com/malwarebytes). If you do this you must send traffic to a page that only includes Malwarebytes offers and deals that are provided directly from the advertiser and not a reseller. The landing page must not include offers from any anti-malware/antivirus software competitor.

IV. **Prohibited SEM Ad Copy Content** ?

Prohibited SEM Ad Copy Content - You must get written permission from Malwarebytes in order to include Malwarebytes trademarks in your SEM ad copy. The Malwarebytes TM+ bidding space is a controlled space so please contact [affiliates@malwarebytes.com](mailto:affiliates@malwarebytes.com) if you are interested in applying to participate in a TM+ Bidding campaign.

V. **Prohibited Web Site Domain Keywords** ?

Publishers are prohibited from using domains that contain Malwarebytes's trademarks or any misspellings of our Trademarks.

VI. **Prohibited Web Site URL Keywords** ?

Publishers are prohibited from using Malwarebytes' trademarks, or any variations or misspellings of our trademarks in their top level domains. You are allowed to use Malwarebytes trademarks in the subdomain of your display URL. For example, [www.yourwebsite.com/malwarebytes](http://www.yourwebsite.com/malwarebytes). If you do this you must send traffic to a page that only includes Malwarebytes offers and deals that are provided directly from the advertiser and not a reseller. The landing page must not include offers from any anti-malware/antivirus software competitor.

VII. **Advertising Text Restrictions.** Publishers must specify that they are an Advertiser Affiliate in advertising copy. Publishers may not use "% off" in Search Engine Marketing advertising headlines; however, "% off" may be used in description text.

11. **Coupons and Promotional Codes.** Publishers may only use coupons and promotional codes that are provided exclusively through Malwarebytes' Performance Marketing Program or have been sent to them by Malwarebytes. Discount values advertised must not exceed discount values presented by Advertiser.

12. **Non-commissionable Items.** Publishers may only promote products that are part of their commission settings. Any products promoted outside of this will not be credited for. Backup discs and other physical fulfillments are not commissionable.

13. **Violation of Terms.** Publisher shall promptly respond and address (no later than within 48 hours) any concerns Advertiser has about Publisher engaging in any conduct prohibited under this Agreement. If Advertiser believes (in its sole opinion) or suspects that Publisher (or its subcontractors) are or may be responsible for any fraudulent activities, violation of law, or breach of the Terms (including these Advertiser Terms and Conditions), they will be rejected and/or terminated from any program they are in with

Malwarebytes, including Malwarebytes' Advertiser Performance Marketing Program. Publisher will be rejected from the program if found promoting:

- I. Illegal activity
- II. Pirated software
- III. Pornography
- IV. Gambling
- V. Offensive or vulgar content

In the event of such termination, Publisher shall not be entitled to any payment under such program, and shall promptly refund any payments made associated with the fraudulent activities, violation of law, and/or breach of Terms.

14. **Unacceptable Web Sites.** Unacceptable web sites include, but are not limited to, any site which Advertiser (in its sole opinion) believes to be: obscene, illegal or offensive websites, MLM programs, template websites, parked domains, and websites under construction. We are open to review websites from previously declined applications if adjustments have been made to remove any of the above decline criteria.

15. **Subcontracting.** In the event Publisher utilizes any subcontractors or third parties for the purpose of marketing and promoting Malwarebytes' products and performing Performance Marketing Services, Publisher shall: (i) pass on the obligations and restrictions in the Terms onto such third-party, and (ii) be liable to Malwarebytes, Cleverbridge, and the Program Manager for any acts or omissions of such third-party as though Publisher itself had performed the act or omission.

16. **Changes to Advertiser Terms and Conditions.** Malwarebytes reserves the right to modify or revise the terms and conditions of this Agreement at any time without notice. Publisher is responsible for reviewing these terms and conditions each and every time it uses the Malwarebytes affiliate platform. Continued participation in the Malwarebytes affiliate program after such modifications shall constitute acceptance of the updated terms. By participating in Malwarebytes' affiliate program, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree to the terms of this Agreement, please do not apply or join the Malwarebytes affiliate program or promote Malwarebytes products.

17. **Indemnification.** Publisher shall (and also cause its subcontractors to) indemnify, defend and hold harmless Malwarebytes, its affiliates, and its respective officers, directors, employees, and agents from and against any and all liabilities, losses, damages, costs, fines, penalties and expenses (including reasonable attorneys' fees) against a claim or action for: (i) any act or omission or Publisher and/or its subcontractors, agents, or personnel, (ii) any allegation of violation of law, (iii) any breach of this Agreement, and (iii) any violation of data privacy laws. This indemnification obligation shall survive termination.

18. **Governing Law.** Publisher agrees to the governing laws of California and the exclusive jurisdiction, without regard to choice or conflicts of law rules, of the state and federal courts located in Santa Clara county, California USA.