

Cricut® Affiliate Terms & Conditions
Updated 08/29/17

Please read our affiliate terms and conditions carefully before you join our program or begin marketing our program. These terms and conditions are written in plain language intentionally avoiding legalese to ensure that they may be clearly understood and followed by affiliates. As a condition in your participation to the Cricut® affiliate program, each Affiliate is responsible for assuring that its employees, agents and contractors comply with these terms and conditions. Affiliate terms and conditions are subject to change. Thank you.

DEFINITIONS

As used in these terms and conditions: (i) “We”, “us”, or “our” refers to Cricut® and our website; (ii) “you” or “your” refers to the Affiliate; (iii) “our website” refers to the Cricut® properties located at www.cricut.com; (iv) “your website” refers to any websites that you will link to our website; (v) “Program” refers to the Cricut® Affiliate Program.

ENROLLMENT

After receiving your application, we will review your website and notify you of your acceptance or rejection into our Program. Please allow up to 48 hours for your application to be reviewed. We reserve the right to reject any application, however we encourage you to contact us if you feel we have made an incorrect decision. Including all of the websites that you use in your profile will help us make a better decision. Even if you are accepted to participate in the Program and your site is later determined (in our sole discretion) to be unsuitable based on our criteria for the Program, we may terminate this agreement.

WEBSITE RESTRICTIONS

Your participating website(s) may be found unsuitable if it falls under any of the following conditions. Conditions are, but not limited to, sites that:

Infringe on our or any anyone else’s intellectual property, publicity, privacy or other rights.

Violate any law, rule or regulation.

Contain any content that is threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography or sexually explicit materials.

Contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data, or personal information.

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 affiliate commissions from another website. This includes toolbars, browser plug-ins, extensions and add-ons.

LINKING TO OUR WEBSITE

Upon acceptance into the Program, links will be made available to you through the affiliate

interface. Your acceptance in our program means you agree to and abide by the following. You will only use linking code obtained from the affiliate interface without manipulation. All domains that use your affiliate link must be listed in your affiliate profile. Your Website will not in any way copy, resemble, or mirror the look and feel of our Website. You will also not use any means to create the impression that your Website is our Website or any part of our Website including, without limitation, framing of our Website in any manner. You may not engage in cookie stuffing or include pop-ups, false or misleading links on your website. In addition, wherever possible, you will not attempt to mask the referring url information (i.e. the page from where the click is originating). Using 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 that domain is prohibited. If you are found redirecting links to hide or manipulate their original source, your current and past commissions will be voided or your commission level will be set to 0%. This does not include using "out" redirects from the same domain where the affiliate link is placed.

COMMISSION GENERATION

You are only eligible to earn commission on sales of qualifying products or qualifying actions occurring during the term of this agreement. You will earn commission based on the net price, less any coupon or customer discounts, of qualifying products and/or on net new number of qualified actions, according to the current published rates established by Cricut® and communicated to you upon acceptance of this agreement. Commission regulation rules are subject to change.

MID-CHECKOUT COMMISSION REDUCTION & OVERWRITE RULE

Cricut® uses a dynamic pixel system that may make changes to the standard commission in the case of a mid-checkout referral, which is defined as a cookie that is set within a set amount of time prior to the purchase. By reducing our commission on these types of referrals and by closely monitoring the quality of traffic we receive from each affiliate, we will be able to pay out higher commissions for driving new customers and traffic. This logic also gives full credit to the first referring affiliate in the case that a second affiliate enters within a set amount of time prior to the purchase. Mid-checkout commission and overwrite rules are subject to change.

Scenarios:

Two affiliates outside of ten minutes before sale, normal "last in" logic applies.

One affiliate outside of ten minutes before sale, one within. "Last in" affiliate will receive 2% lowered commission and first affiliate will receive full commission.

Single affiliate within last ten minutes, 2% commission will apply.

Two affiliates within last ten minutes, "last in" affiliate will receive the reduced 2% commission.

PPC GUIDELINES

If you are enrolled in our Program and participate in PPC advertising, you must adhere to our PPC guidelines as follows:

You may not bid on any of our trademarked terms (which are identified below), including any variations or misspellings thereof for search or content based campaigns on Google, MSN, Yahoo, Facebook or any other network.

You may not use our trademarked terms in sequence with any other keyword (i.e. Cricut®)

Coupons).

You may not use our trademarked terms in your ad title, ad copy, display name or as the display url.

You may not direct link to our website from any Pay Per Click ad or use redirects that yield the same result. Affiliate links must be directed to an actual page on your website.

You may not bid in any manner appearing higher than Cricut® for any search term in position 1-5 in any auction style pay-per-click advertising program.

If you automate your PPC campaigns, it is your responsibility to exclude our trademarked terms from your program and we strongly suggest you add our trademarked terms as negative keywords. We have a strict no tolerance policy on PPC trademark bidding. You will forfeit all commissions for a minimum of the past 30 days and your commission will be set to 0% without warning if you engage in PPC trademark bidding that uses our trademarked terms.

Trademarked Terms: Cricut®, Cricut.com, Design Space™, Cuttlebug®, Smart Set™, Cut Smart™, Make It Now™, Aircut™

COUPON GUIDELINES

If you are enrolled in our Program and your Website promotes coupon codes, you must adhere to our Coupon Guidelines as follows:

You may ONLY advertise coupon codes that are provided to you through the affiliate program. Posting any information about how to work around the requirements of a coupon/promotion (i.e. first time customers only) will result in removal from the program.

Coupons must be displayed in their entirety with the full offer, valid expiration date and code. You may NOT use any technology that covers up the coupon code and generates the affiliate click by revealing the code(s).

You may NOT advertise coupon codes obtained from any non-affiliate marketing channel, including coupon codes from our email, paid search or any other non-affiliate advertising campaigns.

You may NOT give the appearance that any ongoing offer requires clicking from your website in order to redeem. For example, if all items on the site have free shipping over \$100, you may not turn this into an offer that infers that the customer must click from your site to get this deal.

Additionally, if your website ranks on the first page of Google for terms related to our website or company name(s) combined with the words coupon, coupons, coupon code, promo code, etc. and/or your conversion rate exceeds 25%, you may be offered a lower commission than our standard rate to offset the reduced profitability of orders. The current rate is 2%.

COUPON ATTRIBUTION & AUTHENTICATION

Affiliates whose primary business is posting coupons, who are viewed by the program as being a coupon site, and/or who are tagged as coupon in our system, may not be paid commissions for sales generated without a corresponding valid coupon code. Valid codes are defined as codes that are made available to the affiliate channel in general, through newsletters or the Deals Database in ShareaSale, and directly or privately to affiliates. Coupon codes that are not real, expired, not specific (i.e. up to 40% off sale items) or are long-term sitewide offers that do not require a code may not be considered valid codes and the affiliate will not be given commission on these orders.

SUB-AFFILIATE NETWORKS

Promoting Cricut® through a sub-affiliate network is permitted, however you must be completely transparent with regards to where traffic from your sub-affiliates originated. Sub-affiliate networks must ensure that all sub-affiliates promoting the Cricut® program adhere to our program terms and conditions. This includes restrictions on advertising through toolbars, browser extensions, and through any paid placements such as a pay-per-click campaigns. Sub-affiliate networks must also receive approval prior to allowing any type of coupon sub-affiliate to promote the Cricut® program.

Failure to comply with our sub-affiliate network terms may result in a loss and/or reduction of commission from sales made through any sub-affiliate that does not comply with our program terms.

DOMAIN NAMES

Use of any of our trademarked terms as part of the domain or sub-domain for your website is strictly prohibited i.e. Cricut.website.com or www.Cricut-coupons.com

ADVERTISING & PUBLICITY

You shall not create, publish, distribute, or print any written material that makes reference to our Program without first submitting that material to us and receiving our prior written consent. If you intend to promote our Program via e-mail campaigns, you must adhere to the following: Abide by the CAN-SPAM Act of 2003 (Public Law No. 108-187) with respect to our Program. E-mail must be sent on your behalf and must not imply that the e-mail is being sent on behalf of Cricut®.

E-mails must first be submitted to us for approval prior to being sent or we must be sent a copy of the e-mail.

SOCIAL MEDIA

Promotion on Facebook, Twitter, and other social media platforms is permitted following these general guidelines: You ARE allowed to promote offers to your own lists; more specifically, you're welcome to use your affiliate links on your own Facebook, Twitter, etc. pages. For example: You may post, "25% off sale at Cricut® through Wednesday with code Cricut25." According to current FTC guidelines, social media posts on your own social accounts must include appropriate hashtags. Hashtags and disclaimers are subject to change over time and it's your responsibility to review and comply with current guidelines as policies may change over time.

You ARE PROHIBITED from posting your affiliate links on Cricut®'s Facebook, Twitter, Pinterest, etc. company pages in an attempt to turn those links into affiliate sales.

You ARE PROHIBITED from running Facebook ads with Cricut®'s trademarked company name.

You ARE PROHIBITED from creating a social media account that includes Cricut®'s trademark in the page name and/or username.

NON-DISPARAGEMENT

You agree, for the term of being an affiliate of Cricut and for five (5) years after, not to disparage

Cricut, its officers, directors, employees, shareholders, and agents, in any manner likely to be harmful to its or their business, business reputation, or personal reputation.

OPERATIONS OUTSIDE UNITED STATES

If you are conducting business in or taking orders from persons in other countries, you will follow the laws of those countries. For example, you will comply with the European Union's Privacy and Electronic Communications Directive if you are conducting business in or taking orders from persons in one or more of the European Union countries.

REVERSAL & COMMUNICATION POLICY

Cricut® takes pride in its very low reversal rate, which we attribute to open communication with our affiliates. However, we reserve the right to reverse orders due to order cancellations, duplicate tracking, returns, disputed charges, and program violations as outlined in these terms and conditions.

Additionally, if we ask you for clarification or more information on any orders or clicks that we suspect may be in violation of our terms and conditions, we expect that you will respond in a timely and honest manner. Below are violations of our communications policy.

You are not forthcoming, intentionally vague or are found to be lying.

You are not responsive within a reasonable time period and after multiple attempts to contact with information listed in your network profile.

You cannot substantiate or validate the source of your traffic to our program with clear and demonstrable proof.

If any of the above apply, then we reserve the absolute right to reverse orders, set your commission to 0% or suspend you from the program for the period of orders in question. We know that many violations are a result of automated processes; however it is incumbent upon each affiliate to ensure that it has the appropriate checks and balances in place to pro-actively address these issues and adhere to our program rules.

FTC DISCLOSURE REQUIREMENTS

You shall include a disclosure statement within any and all pages, blog/posts, or social media posts where affiliate links for our affiliate program are posted as an endorsement or review, and where it is not clear that the link is a paid advertisement. This disclosure statement should be clear and concise, stating that we are compensating you for your review or endorsement. If you received the product for free from us or from the affiliate management team for review, this also must be clearly stated in your disclosure.

Disclosures must be made as close as possible to the claims.

Disclosures should be placed above the fold; scrolling should not be necessary to find the disclosure. (e.g. Disclosure should be visible before the jump).

Pop-up disclosures are prohibited.

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>; and the FTC's Endorsement Guidelines at <http://business.ftc.gov/advertising-and-marketing/endorsements>

PROHIBITION AGAINST SOLICITATION FOR RESIDENT AFFILIATES IN SELECT STATES

As a condition of its participation in the Cricut® Affiliate Program, Affiliate agrees that its solicitation activities on behalf of Cricut® within Arkansas, California, Connecticut, Georgia, Illinois, Kansas, Maine, Minnesota, Missouri, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island and Vermont (hereinafter “these states”) shall be limited to only providing a link on Affiliate’s website to Cricut®’s own website. Affiliate acknowledges that under current law in these states, further solicitation and promotional activities by Affiliate may render Cricut® liable for collecting sales tax on all sales to customers in these states. Therefore, as a condition of participation in the Cricut® Affiliate Program, Affiliate is prohibited from engaging in any solicitation activities in these states intended to refer potential customers to Cricut®, including, but not limited to: (i) distributing flyers, coupons, newsletters and other printed materials, or electronic equivalents of such materials; (ii) engaging in verbal solicitation, including in-person referrals or initiating telephone calls; and (iii) sending emails intended to refer customers to Cricut®. Proof of compliance must be sent to Cricut® on an annual basis (by May 31 of each year) or affiliate may be removed from the program. Affiliate further acknowledges that state tax laws are subject to change at any time and such changes may render Affiliates in certain states ineligible for continued participation in Cricut®’s Affiliate Program. Cricut® reserves the right to remove any Affiliate from the Cricut® Affiliate Program at any time for any reason.

The preceding paragraph only applies to affiliates that constitute organizations, clubs and nonprofit groups. Affiliate shall maintain prominently on its website information alerting its members to the prohibition against solicitation activities in these states as described above.

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