

## Sigma Beauty Affiliate Program Terms and Conditions

Please read and review this entire agreement. This is a legally binding agreement between you (affiliate) and Sigma Beauty (sigmabeauty.com). By filling out the Sigma Beauty Affiliate Program application form, you acknowledge that you have read and agree with the following terms and conditions and that you agree to be legally responsible for each term and condition.

### 1. Submitting Your Application

Once you submit your application you are bound by the terms of this agreement. When filling out the application you must provide accurate and complete information. Participation in the Sigma Beauty Affiliate Program is to legally advertise our website to receive commission on referral customers. We will evaluate each application and you will be notified of your acceptance or rejection. We may reject your application if we determine that your website is unsuitable for any reason.

### 2. Affiliate Obligations

2.1. Once your application is approved, we may re-evaluate your application at any time. The terms and conditions of this agreement will begin when your application has been submitted and will end when your affiliate account has been terminated. Affiliation can be immediately revoked if we deem your site to be unsuitable for any of the following reasons; including but not limited to:

- 2.1.1. False advertisements concerning Sigma Beauty
- 2.1.2. Spamming using your affiliate link
- 2.1.3. Usage of material that infringe on any copyright, trademark or other intellectual property rights or to violate the law
- 2.1.4. Harassment or intimidation of others on your website
- 2.1.5. Content deemed to be graphic or explicit by Sigma Beauty
- 2.1.6. Promotion of illegal activities
- 2.1.7. Usage of technology to potentially divert commission from other affiliates in our program

2.2. Sigma Beauty reserves the right to review your placement and approve the usage of your affiliate links. You may use graphics and texts provided to you by us or create your own as long as it is appropriate (see condition 2.1). You may not use your own link to make purchases. You will not earn commission from orders placed under your affiliate link by customers residing in your household. You may not knowingly allow others to repeatedly use your affiliate link to earn commission.

2.3. The maintenance and updating of your site is your responsibility. We may monitor your site as necessary to ensure your content is up to date and notify you of any changes that should be made to help your affiliate performance. Your affiliation can be terminated if we find your site has not been updated in over 1 year. A written notice will be given via email should we find your site outdated. You will have 48 hours to respond with an updated site before your affiliation is terminated.

2.4. You agree that you are an independent contractor, and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and Sigma Beauty. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or any other of your site or otherwise, that reasonably would contradict anything in this section.

### 3. Promotion Restrictions

While you are free to market Sigma Beauty on your own web site, the promotion of the Sigma Beauty brand could be perceived to the public as a joint effort. Please be aware certain forms of advertising are prohibited by Sigma Beauty. Please abide by the following guidelines when planning your marketing efforts:

#### 3.1. Using “Sigma”

“Sigma” cannot be used as a part of an affiliate’s website domain name, blog, Facebook account, YouTube channel, Twitter username or any URL associated with the affiliate account.

#### 3.2. FTC Guidelines & Spamming

Advertising commonly referred to as “spamming” is unacceptable to Sigma Beauty and could damage our name. Affiliates must abide by all state and federal consumer protection laws and regulations including the Federal Trade Commission Act and the CAN-SPAM Act. The FTC points out that “when there exists a connection between the endorser and the seller of the advertised product” it is imperative that such a connection is “fully disclosed.” We strongly encourage our affiliates to adhere to the FTC’s rules. We also reserve the right to terminate our relationship with any non-compliant affiliates. Any pending commissions owed will not be paid if your account is terminated due to spamming or solicitation.

#### 3.3. Unsolicited Commercial Email (UCE)

You may use mailings to contact your customers so long as the recipient is already a customer or subscriber of your services or website and the recipient has the option to opt-out of future mailings for themselves.

#### 3.4. Copyright and Trademark Infringement

Sigma Beauty reserves the rights to seek legal action against retail partners and affiliates that infringe our copyrights, registered trademarks, and patented and patent pending products. Affiliates acknowledge that they will not promote, manufacture, distribute or sell products that replicate the exclusive designs and functions owned by Sigma Beauty. Patented and patent pending products owned exclusively by Sigma Beauty include, but are not limited to, the 3DHD™ Kabuki, 3DHD™ Precision, our exclusive cosmetic brush ferrule design, all products in the Sigma Spa® Brush Cleaning and the Dry’n Shape® line. Failure to adhere may result in removal of the Affiliate Program. Sigma Beauty will legally pursue all parties associated with the manufacturing, distribution, and sale of counterfeit or patent infringing products.

#### 3.5. Paid Search Policies

Bidding at larger pay per click search engines (PPCSE), such as Google, Yahoo, and Bing!, is a great way to drive traffic to your website and send your commission checks even higher. Affiliates engaging in paid search marketing campaigns must adhere to the following terms and requirements:

3.5.1. Sigmabeauty.com protects its trademark and does not allow any trademark bidding on any search engine or Paid Placement service or site. This includes, but is not limited to Google, Yahoo, Bing!, Ask and other similar services. Affiliates may not bid on trademarked or registered terms and products (i.e. Sigmabeauty.com, Sigmabeauty, Sigma Beauty, Sigmax, Sigma Spa, etc.) or any phrase type, misspelling, variation or combination thereof. (See the restricted keyword list below). Any affiliates found to be trademark violators will be banned from the Sigma Beauty Affiliate Program. Affiliate will be contacted prior to the ban, however we reserve the right to ban any trademark violator from the Sigma Beauty Affiliate Program without prior notice, and on the first occurrence of PPC bidding behavior.

3.5.2. Affiliates may not use the trademark alongside with or in conjunction with the following terms:

“percent (%) off”, “sale”, “discount”, or “coupon”

3.5.3. Affiliates may not use their affiliate link or any of the Sigma domains and/or URLs (including, but not limited to [www.sigmabeauty.com](http://www.sigmabeauty.com), [www.sigmamakeup.com](http://www.sigmamakeup.com)) as the display domain or URL in the advertisement. When engaging in paid search engine campaigns, affiliates must use their own domain and/or URL in their ads.

**Forbidden Display URL Examples:**

[www.sigmabeauty.com](http://www.sigmabeauty.com)

**Approved Display URL Examples:**

<http://www.yourdomain.com/sigmabeauty>

3.5.4. You may not make any misleading or false statements in your campaigns. To avoid conflicts and to protect the integrity of the Sigma brand, Sigma Beauty reserves the right to suspend any affiliates activities and thus their commissions for phrases that Sigma Beauty determines to be untrue or inflammatory claims of our products, services or websites. To avoid such measures, please forward all ad text and proposed keywords/phrases you wish to bid on to the Affiliate Manager for approval or editing, PRIOR to your submitting it to Paid Search Network providers or Paid Inclusion Search Engines.

3.5.5. None of the restricted words may be displayed in the Headline or Body of your advertisement. You agree that, following notice from [Sigmabeauty.com](http://Sigmabeauty.com), you will promptly remove any search listing containing copy and/or creative components that [Sigmabeauty.com](http://Sigmabeauty.com), in its sole discretion, deems inappropriate for any reason.

**Restricted Keyword List (but not limited to):**

Sigma  
Sigmabeauty.com  
Sigmamakeup.com  
Sigma-beauty.com  
Sigma-makeup.com  
Sigmabeauty  
Sigma beauty  
Sigmamakeup  
Sigma makeup  
Sigma cosmetics  
sigmacosmetics  
Sigma makeup brushes  
Sigma beauty brushes  
Sigma cosmetic brushes  
Sigma brush  
Sigma brushes  
Sigma discount  
Sigma coupon  
Sigma brushes coupon  
Sigma brushes discount  
Sigmax  
Sigmax® Essential Kit 10 Brushes  
Sigmax® Kabuki Kit  
Sigmax® Precision Kit 5 Brushes

Sigma Spa  
Sigma Girl  
3DHD  
Dry'n Shape  
Performance Eyes  
2X Sigma Spa®  
F80 - Flat Kabuki  
F82 - Round Kabuki  
F84 - Angled Kabuki  
F86 - Tapered Kabuki  
F88 - Flat Angled Kabuki  
P80 - Precision Flat  
P82 - Precision Round  
P84 - Precision Angled  
P86 - Precision Tapered  
P88 - Precision Flat Angled  
E06 – Winged Liner  
E32 – Exact Blend  
E34 – Domed Utility  
E37 – All Over Blend  
E38 – Diffused Crease  
E39 – Buff and Blend  
E48 – Pointed Crease  
E52 – Soft Focus Shader  
E54 – Medium Sweeper  
E68 – Line Perfector  
E71 – Highlight Diffuser  
F63 – Airbrush Blender  
F64 – Soft Blend Concealer  
F66 – Angled Buff Concealer  
F68 – Pin-Point Concealer  
F69 – Angled Pixel Concealer  
F71 – Detail Concealer

Failure to follow these requirements will be grounds for suspension from the program and forfeiture of all commissions.

### 3.6. Coupon Code Marketing Guidelines

Coupon marketing is allowed, but affiliates must adhere to the following terms:

3.6.1. Affiliates are permitted to use active coupon codes provided exclusively through the Sigma Beauty Affiliate Program. Affiliates are not permitted to promote unauthorized coupon codes, codes that are exclusive to other affiliates, codes provided in customer-oriented newsletters or other promotional codes from Sigma's non-affiliate program marketing efforts. Use or attempted use of any coupon code received from any source other than directly from the Sigma Affiliate Program will result in lost commissions and/or removal from the program.

3.6.2. Promotion language must be simple, easy to understand, and should include the following: The offer, the coupon code, the expiration date, and approved text link only. Publishers of the coupon code must not use "bait and switch" language, misrepresentations, or false advertising

when promoting offers (i.e: “Click here for more possible deals”). Publishers must remove invalid coupon codes and banners, or make clear to readers that the code is expired.

3.6.3. Affiliates bear the responsibility for removing any unauthorized, user-submitted codes.

3.6.4. Distributions of coupon codes on multiple sites need to be disclosed and approved by the Sigma Beauty Affiliate Program. Please email any new websites and promotions distributing Sigma Beauty coupon codes to [affiliate@sigmabeauty.com](mailto:affiliate@sigmabeauty.com) for approval.

3.6.5. Failure to follow these guidelines will result in suspension and lost commissions. Upon warning, affiliates must remove all violations. Repeated abuse will result in cancellation of your affiliation and any pending commissions owed will not be paid if your account is terminated due to coupon code misuse.

### 3.7. “Cookie-Stuffing” Policy

“Cookie-Stuffing”, forced clicks, etc. is not permitted. “Cookie stuffing” is an unlawful strategy of generating affiliate sales. (IE: Use of cookie stuffing to cause tracking systems to conclude that a user has clicked through a qualifying affiliate link – and to pay commissions accordingly- even if the user has not actually clicked through any such link). Affiliates found using, employing or receiving this strategy will be immediately revoked and all commissions will be forfeited and conditions.

### 3.8. Adware & Toolbars

Affiliates are prohibited from transmitting any “interstitials,” “Parasiteware™,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-Ons,” “Shopping Wallets” or “deceptive pop-ups and/or pop-unders” to customers from the time the customer clicks on a qualifying link to the Sigma Beauty website until the time the customer has exited the Sigma Beauty site (ie. no page from the Sigma Beauty site or any Sigma Beauty content or branding is visible on the end-user’s screen). The terms a. “Parasiteware™” and “Parasitic Marketing” shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non-affiliate tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo and similar search or directory engines); (c) set commission tracking cookies through loading of Sigma Beauty site in IFrames, hidden links and automatic pop ups that open Sigma Beauty’s site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

## 4. Grant of Licenses

4.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the “Licensed Materials”) that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of the Sigma Beauty Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of Sigma Beauty and the good will associated therewith will inure to the sole benefit of Sigma Beauty.

4.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than, the license granted in this agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

## 5. Disclaimer

SIGMA BEAUTY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROGRAM, SIGMA BEAUTY'S SERVICES, WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF SIGMA BEAUTY ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

## 6. Representations and Warranties

You represent and warrant that:

6.1. This agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

6.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this agreement and to perform your obligations under this agreement, without the approval or consent of any other party;

6.3. You have sufficient right, title, and interest in and to the rights granted to us in this agreement.

## 7. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL SIGMA BEAUTY'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

## 8. Indemnification

You hereby agree to indemnify and hold harmless Sigma Beauty, and its subsidiaries and affiliates, and their directors, officers, employees, agents, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or

breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

## 9. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

## 10. Payments

You will receive a commission for sending authorized sales via your affiliate links. Sales must be placed by first time customers only. In order to place an affiliate link, you must first be approved by Sigma Beauty to become an affiliate. Payout rates may be changed at anytime and can be viewed via your affiliate account on Impact Radius. It is your responsibility to determine if the payout for a link you have placed has been changed or discontinued. Sigma Beauty uses a third party, Impact Radius, to handle all affiliate tracking and payments. Payments are made automatically on the fifth (5<sup>th</sup>) day of every month when your account balance reaches the required minimum or more for the previous month's transactions. Your account does not accrue interest.

## 11. Affiliate Account Interface

You will create a log-in and password in order to enter the Impact Radius secure affiliate account interface. From their site, you will be able to view and receive your reports regarding your commissions due to you.

## 12. Modification

We may modify any of the terms and conditions in this agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and Sigma Beauty's Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this agreement. Your continued participation in Sigma Beauty's Affiliate Program following the posting of the change notice or new agreement on our site will indicate your agreement to the changes.

## 13. Revocation of Affiliation

Affiliation can be ended at any time, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this agreement will terminate immediately upon any breach of this agreement by you. If Sigma Beauty affiliation is revoked, you cannot rejoin the program in the future.