

ADVERTISING SERVICES AGREEMENT

THIS ADVERTISING SERVICES AGREEMENT (this “**Agreement**”) is entered into by and between Purity Health LLC (“**Purity Health**”) and You, an affiliate publisher of Purity Health products (“**Publisher**”). Purity Health and Publisher shall be referred to herein collectively as the “**Parties**,” and each individually as a “**Party**.” Publisher agrees that this Agreement is a legal and enforceable agreement that governs its relationship with Purity Health. The “**Effective Date**” of this Agreement is the date Publisher accepts these terms and conditions by checking the “*I Have Read and Accept the Terms and Conditions of this Agreement*” box and clicking the Submit button.

1. **Purpose.** Purity Health desires to have Publisher promote one or more of Purity Health’s products either directly or through Publisher’s network of marketers (“**Marketing Affiliates**”).

2. **Services.** Beginning on the Effective Date and until such time as this Agreement is terminated as set forth herein, Publisher will cause Purity Health products to be promoted through web sites, emails, banner ads, and/or other advertisements (collectively, “**Advertisements**”) for the purpose of generating sales or leads for Purity Health (the “**Services**”).

3. **Marketing Affiliates.** Upon receipt of written consent from Purity Health, Publisher may use Marketing Affiliates to provide the Services described in this Agreement. In advance of Publisher allowing a Marketing Affiliate to perform the Services under this Agreement, Publisher shall conduct a due diligence verification of each Marketing Affiliate, including without limitation verifying no prior or pending formal or informal government investigations or prosecutions against the Marketing Affiliate by the Federal Trade Commission, any other federal or state governmental agency, or any industry regulatory authority. Such due diligence review must be repeated every 90 days for so long as Marketing Affiliate provides the Services under this Agreement. Publisher shall contractually bind all such Marketing Affiliates so that they acknowledge and agree to comply with all of the Publisher’s obligations under this Agreement treating such obligations as their own. Publisher agrees that the acts and omissions of its Marketing Affiliates shall be deemed its acts and omissions for purposes of this Agreement and therefore Publisher shall be liable for all such acts and omissions of its Marketing Affiliates. Publisher will, at a minimum, provide a unique identification reference for each Marketing Affiliate such that Purity Health can identify the individual Marketing Affiliate based on such identification reference.

4. **Marketing Copy.** Purity Health shall provide to Publisher advertising and marketing copy and creative materials (collectively “**Purity Health Advertising/Marketing Copy**”) that Publisher and its Marketing Affiliates may use to promote Purity Health’s products. In the alternative, Publisher and its Marketing Affiliates may create and use other advertising and marketing copy and creative materials to promote Purity Health’s products (“**Publisher Advertising/Marketing Copy**”) provided that (i) all Publisher Advertising/Marketing Copy must first be delivered for Purity Health’s approval to Purity Health at support@purityhealth.com (or such other designee whom Purity Health designates) and (ii) Purity Health provides express written approval of the Publisher Advertising/Marketing Copy before it is published. Publisher and its Marketing Affiliates may not use any other materials to promote Purity Health’s products other than Purity Health Advertising/Marketing Copy and Publisher Advertising/Marketing Copy. No material changes shall be made to any Purity Health Advertising/Marketing Copy or Publisher Advertising/Marketing Copy without Purity Health’s prior written consent. In the event that Purity Health instructs Publisher to cease using certain Purity Health Advertising/Marketing Copy or Publisher Advertising/Marketing Copy, Publisher and its Marketing Affiliates shall cease all use within one business day.

5. Advertising Rules. In providing the Services under this Agreement, Publisher and its Marketing Affiliates shall at all times comply with all applicable laws and regulations as well as the Advertising Rules attached as Appendix A and incorporated by reference herein (the “**Advertising Rules**”).

6. Payment. Subject to the provisions set forth in this Agreement, Purity Health shall pay Publisher an amount equal to the Cost Per Acquisition (“**CPA**”) multiplied by the payable action (the “**Payment Amount**”) as set and amended from time to time by Purity Health. All payment will be processed and paid by Purity Health. The timing and frequency of processing and payments are as determined and set solely by Purity Health. Under no circumstances shall Purity Health be liable to pay or reimburse Publisher in any way for a payable action that is incomplete or appears to have been generated by fraud, a violation of applicable law, or the Advertising Rules. Further, Purity Health shall not be liable to pay or reimburse Publisher in any way for a payable action where the consumer is not presented with an Advertisement by the Publisher and/or Marketing Affiliate and then affirmatively clicks on the tracking link contained in the same.

7. Recordkeeping. The parties shall maintain thorough and accurate records relating to this Agreement and the information (including without limitation all payable actions, Marketing Affiliates used to promote any Purity Health offer, and consumer data) it receives pursuant to this Agreement. Upon request by Purity Health Publisher shall provide to Purity Health reasonable additional assurance of compliance with this Agreement, which may include evidence of due diligence, copies of emails and advertising materials, copies of all information pertaining to complaints received by Publisher or Marketing Affiliates, evidence of termination of dealings with Marketing Affiliates, and all such other information that Purity Health may request. Publisher agrees that Purity Health or its designee, shall have the right, at its sole cost and expense and without payment of any expenses of Publisher, to audit and/or copy requested records during normal business hours upon written notice at least five (5) business days before the commencement of the audit. If Publisher is using a Marketing Affiliate to promote Purity Health products, Publisher agrees to provide Purity Health, upon request, with access to data that tracks actions, the number of impressions delivered, click-throughs, and related information for each advertisement on a real time basis (i.e., reporting information) organized by identification reference for each Marketing Affiliate. Publisher shall also place tracking code(s) (sometimes known as “**pixels**”) on Publisher’s site(s) with populated transaction variables, as requested by Purity Health, for network tracking and reporting purposes.

8. Disclosure Obligations. Publisher represents and warrants that it has disclosed, prior to executing this Agreement, the existence of any past federal or state decrees, orders, or consent agreements, and any pending formal or informal government investigations or prosecutions by the Federal Trade Commission, any other federal or state governmental or regulatory body or agency, or any industry regulatory authority. If Publisher or Marketing Affiliate becomes involved or named in any action, investigation, complaint or other proceeding by or before any governmental or regulatory authority, or any private party, Publisher will immediately provide notice to Purity Health of such action, investigation, complaint or other proceeding, in which event Purity Health may terminate this Agreement immediately and without notice to Publisher. If Publisher becomes aware of a breach of this Agreement by Publisher or Marketing Affiliate, Publisher will inform Purity Health within twenty-four (24) hours of the breach, and provide Purity Health with detailed information of the breach and the corrective action taken to resolve the breach, as well as the identification reference, and any other requested information, for the Marketing Affiliate involved in the breach.

9. Proprietary Information. Purity Health hereby grants to Publisher a revocable, non-exclusive, worldwide license to use, reproduce, publish, display, and transmit the name, logos, trademarks, service marks, trade dress, logos, graphics, artwork, text, and proprietary information contained in the Purity Health Advertising/Marketing Copy. Publisher shall have no interest in or right to the Purity Health

Advertising/Marketing Copy except as set forth herein, and Purity Health shall retain all rights to, titles and interest in its Proprietary Information and Purity Health Advertising/Marketing Copy.

10. Consumer Data. Purity Health shall have the immediate and exclusive right to use, exploit, and sell any information about consumers or any other information obtained in connection with traffic driven to Purity Health's website ("**Consumer Data**"). Neither Publisher nor Marketing Affiliates shall have a right to or interest in the Consumer Data other than the right to be paid in accordance with the terms of Agreement. Notwithstanding the foregoing provisions, in addition to the other confidentiality provisions set forth in Section 10, Publisher shall use at least the same level of care to maintain the confidentiality of any Consumer Data in its possession and, except as expressly permitted by Purity Health or otherwise specified in this Agreement, shall not disclose, sell, or otherwise distribute the Consumer Data to any third parties without Purity Health's prior written consent. Publisher shall contractually require its Marketing Affiliates to implement and maintain security procedures consistent with the terms of this Agreement.

11. Confidentiality.

11.1. During the term of this Agreement, each Party may disclose to the other Party certain information (either oral, written or digital) including, but not limited to, data, research, product plans, products, services, pricing, business and financial information, customer and vendor lists, mailing lists, marketing plans, opportunities, trade secrets, markets, software, developments, inventions, processes, designs, drawings, engineering, technical data, know-how, hardware configuration information, marketing or financial data (collectively, "**Confidential Information**"). Confidential Information shall also include the terms of this Agreement. For purposes of this Agreement, the Party disclosing the Confidential Information shall be referred to as the "**Disclosing Party**" and the Party receiving the Confidential Information shall be the "**Recipient**." Recipient agrees to use at least the same degree of care, but not less than reasonable care, to prevent disclosure of Confidential Information to third parties as Recipient would use to protect its own Confidential Information. Recipient shall not disclose to any third party, nor permit any other person or entity access to the Disclosing Party's Confidential Information, except as required by an employee, agent, officer, director, partner, or representative of such Party in order to perform the obligations or exercise rights under this Agreement. Each Party shall ensure that its employees, agents, officers, directors, partners, or representatives are advised of the confidential nature of the Confidential Information and are precluded by contract or other legal obligation from taking any action prohibited under this Section 10. A Party shall immediately notify the other Party in writing of all circumstances surrounding any possession, use, or knowledge of Confidential Information by any person or entity other than those authorized by this Agreement.

11.2. The term "**Confidential Information**" shall not include any information which: (a) at the time of the disclosure or thereafter is or becomes generally available to the public other than as a result of its disclosure by the Recipient in violation of this Agreement, (b) was or becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party, (c) is independently developed by the Recipient or its representatives without the use of any Confidential Information, or (d) was in the possession of the Recipient prior to being disclosed to the Recipient by the Disclosing Party.

11.3. Each Party agrees that Confidential Information shall be used for the sole purpose of performing its obligations or exercising its rights under this Agreement.

11.4. Upon termination of this Agreement, Recipient shall, upon the request of the Disclosing Party, return or destroy all Confidential Information of the Disclosing Party. Notwithstanding the foregoing, the Recipient may retain one (1) copy of all Confidential Information for legal and compliance purposes provided it maintains such copy in accordance with this Agreement and ceases using such data for business purposes. In the case of destruction, the Recipient shall certify in writing such destruction to the Disclosing Party within ten (10) days following written request for such certification.

11.5. Recipient may disclose the Disclosing Party's Confidential Information upon the order of any competent court or government agency or as necessary in any legal proceeding. Prior to any such disclosure the Recipient shall, to the extent that doing so would not prejudice the Recipient or subject the Recipient to a fine or penalty, inform the Disclosing Party.

11.6. Each Party agrees that its obligations in this Section 10 are necessary and reasonable in order to protect the Disclosing Party and its business, and each Party agrees that the remedy of damages would be inadequate to compensate the Disclosing Party for any breach by the Recipient of its obligations set out under this Section 10. Accordingly, each Party agrees that, in addition to any other remedies that may be available, the Disclosing Party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Recipient, without limiting any other rights and remedies to which the Disclosing Party may be entitled to at law, in equity or under this Agreement.

12. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party and its representatives from and against any and all actions, claims, demands, proceedings, liabilities, damages, judgments, settlements, fines, penalties, costs, and expenses, including attorneys' fees and related costs, that: (a) arise from the act(s) or omission(s) of the indemnifying party; or (b) arise from or are related to a breach or non-compliance by the indemnifying party of this Agreement. Publisher agrees that, for the purposes of this Agreement, the acts and omissions of Marketing Affiliates shall be deemed Publisher's acts and omissions regardless of whether such Marketing Affiliates bound themselves to this Agreement or any other agreement.

13. Remedies. If Purity Health learns that Publisher or its Marketing Affiliate may not be in compliance with the terms of this Agreement, Purity Health's rights include without limitation the right to (a) immediately terminate this Agreement without additional liability, (b) refuse to pay for any payable actions attributable to the Publisher's and/or its Marketing Affiliate's non-compliance, (c) require Publisher to terminate a specific Marketing Affiliate, and/or (d) collect money damages and obtain other legal remedies against Publisher or the Marketing Affiliate for the injury resulting to Purity Health from the non-compliance, with rights of set-off and reimbursement of Purity Health's attorneys' fees and other legal costs related to the non-compliance. Upon termination of a Marketing Affiliate by Purity Health, Publisher may not assign a new identification reference to the terminated Marketing Affiliate or take any other means to circumvent Purity Health's termination of the Marketing Affiliate.

14. LIMITED LIABILITY. PURALITY HEALTH HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING. IN NO EVENT SHALL PURALITY HEALTH OR ITS REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN TORT, CONTRACT OR OTHER THEORY. IN NO EVENT SHALL THE AGGREGATE LIABILITY BY PURALITY HEALTH OR ITS

REPRESENTATIVES TO PUBLISHER OR ANY OTHER PARTY UNDER THIS AGREEMENT EXCEED \$50,000.

15. Choice of Law, Venue, and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of Colorado. For any dispute arising under this Agreement, the Parties hereby agree to submit to personal jurisdiction in the state Colorado and agree that the exclusive venue shall be the federal or state courts located in Denver County, Colorado. In the event of any legal proceeding between the Parties, the prevailing party shall be entitled to an award of its reasonable attorney's fees and have remedy in law and/or equity including, but not limited to, appropriate injunctive relief without the necessity of posting a bond or other security or specific performance.

16. Term/Termination. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice. Notwithstanding the foregoing, in the event that Purity Health terminates this Agreement, Sections 7 – 17 shall survive.

17. Miscellaneous. The waiver by either Party of a breach, right or obligation shall not constitute a waiver of any other or subsequent breach, right or obligation. Publisher shall be responsible for all acts and omissions of any and all approved Marketing Affiliates and Marketing Affiliates must comply with all terms and conditions of this Agreement. If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. This Agreement sets forth the entire agreement between the parties and supersedes all prior proposals, agreements and representations between the parties, whether written or oral, regarding the subject matter herein. Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement to a successor in interest via merger or other acquisition. This Agreement shall be binding upon and shall benefit the Parties and their respective successors and permitted assigns. The Parties agree that they are independent principals. This Agreement shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship between the Parties or to authorize a Party to enter into any commitment or agreement binding on the other. Except as provided to the contrary herein, those provisions of the Agreement that by their nature and context are intended to survive the termination of this Agreement, shall survive any termination of this Agreement. Unless otherwise specified, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies which the Party may possess at law or in equity.

Appendix A

Advertising Rules

Last Updated: _____

These Advertising Rules apply to any activities by any publisher ("**Publisher**") or any marketing affiliate ("**Marketing Affiliate**") working under any arrangement with Publisher to cause the products of Purity Health LLC ("**Purity Health**") to be promoted through web sites, emails, banner ads, and/or other advertisements (collectively, "**Advertisements**").

1. General Compliance. Publisher and Marketing Affiliate shall publish or otherwise distribute the Advertisements in strict compliance with all applicable laws and regulations, including without limitation all guidelines issued by the Federal Trade Commission.

2. Telemarketing, Faxing, and Text Messages. Publisher and Marketing Affiliate are prohibited from publishing or otherwise distributing Advertisements by telemarketing, fax, or text messaging in any form to any device.
3. Intellectual Property. Publisher and Marketing Affiliate shall not use any trademark, service mark, trade name, trade dress, logo, copyright, or other intellectual property of Purity Health (including the names of branded products) except with the written permission of Purity Health. Further, Publisher and Marketing Affiliate shall not promote or provide services to any other business or person that uses any trademark, service mark, trade name, trade dress, logo, copyright, or other intellectual property of Purity Health (including the names of branded products) except with the written permission of Purity Health. Except to the extent that a third-party has given written permission, Publisher and Marketing Affiliate shall not use any trademark, service mark, trade name, trade dress, logo, copyright, or other intellectual property of any third-party.
4. Claims. Publisher and Marketing Affiliate agree to not misrepresent Purity Health or its products. Publisher and Marketing Affiliate shall not make any claim about the features, attributes, characteristics, efficacy, actual or anticipated results, or other qualities of any of Purity Health's products (collectively, "**Claims**") unless Purity Health has provided such Claims to Publisher and Marketing Affiliate specifically for use in Advertisements. Publisher and Marketing Affiliate shall defend, indemnify and hold Purity Health harmless, and assume full and sole responsibility, for Claims used in any Advertisement that Purity Health did not provide and/or approve for Publisher's or Marketing Affiliate's use.
5. No Alteration of Advertisements. Publisher and Marketing Affiliate agree not to alter, modify or otherwise change any Advertisements or other content provided or previously approved by Purity Health without the prior written approval of Purity Health.
6. Restrictions. No Advertisements published or otherwise distributed by Publisher or Marketing Affiliate shall:
 - (a) contain content that is: an invasion of privacy, degrading, libelous, unlawful, deceptive, profane, obscene, pornographic, tends to ridicule or embarrass, or is in bad taste, at the sole discretion of Purity Health;
 - (b) spawn malicious, false, or deceptive pop-ups or exit pop-ups;
 - (c) generate Leads that are not initiated by the affirmative acts of a consumer (i.e. the consumer clicking on the Advertisement);
 - (d) promote any illegal activity including, without limitation, gambling, illegal substances, software piracy, or hacking;
 - (e) spoof, or redirect, traffic to or from any adult-oriented web sites or other web sites not specifically designated by Purity Health as a landing page.
7. No Incentivized Lead Generation. Publisher and Marketing Affiliate shall not use incentives, points, rewards, cash, or prizes to consumers in return for their response to an Advertisement.
8. Search Engine Optimization. If Publisher or Marketing Affiliate distributes Advertisements by using search engine optimization techniques, including without limitation search engine text ads, Publisher or Marketing Affiliate shall not:
 - (a) Use for any purpose Google Search Advertising (AdWords).

- (b) Use any technique that generates organic or paid search results based on any Marks of Purity Health or any brand name of Purity Health.
- (c) Use any technique that generates organic or paid search results based on the Marks of any competitor of Purity Health or any brand name of any competitor of Purity Health, or any other third party.
- (d) Display search results under any “negative keywords” provided by Purity Health.
- (e) Directly link any search results to a web site hosted and/or operated by Purity Health.
- (f) Engage in the practices known as “double serving “ and “cloaking” where a marketer uses its own jump page to then link into Purity Health’s web page via pre-pop functionality.
- (g) Use any advertising method or engage in any activity that is prohibited by or violates the then-current applicable rules of the search engine provider.

9. Email Content Requirements. When using email as a promotional method, Publisher and its Marketing Affiliates shall ensure that:

- (a) Emails comply with all applicable statutes, including CAN-SPAM (15 U.S.C. § 7701) and all state anti-spam laws such as California Business & Professions Code § 17529.
- (b) Emails use only creatives, from lines and subject lines provided by Purity Health or approved by Purity Health in writing. Publishers are prohibited from removing or altering subject and from lines provided by Advertiser or approved by Advertiser in writing.
- (c) Emails have accurate email header information (including source, destination, date and time, and routing information) and accurate, non-misleading subject lines and from lines.
- (d) Emails include an originating email domain name that is openly and accurately registered to the person or entity who transmitted the message. The use of an originating email domain name that is privately registered, or registered with information that is false, fails to identify the person or entity who transmitted the email message or fails to provide accurate contact information for the person or entity who transmitted the email message, is prohibited. Publisher must not use email accounts or domain names that use information that falsifies the identity of the registrant.
- (e) Emails not have false or misleading subject line that attempts to disguise or conceal the content of the email, or Publisher as the sender of the email.
- (f) Emails include a clear and conspicuous identification that the message is an advertisement or solicitation. Such an identification shall state “**This is an advertisement**” per subsection (g) below.
- (g) Emails include (i) clear and conspicuous notice of the recipient’s right to opt-out of receiving future emails from Purity Health; and, (ii) a functioning return email address or other Internet-based mechanism that a recipient may use to make such an “opt-out” request. Such a notice shall state:

This is an advertisement. If you would prefer not to receive future marketing messages from us, click here or write to [Company Name], [Street Address], [City], [State] [Zip Code].

Acceptable methods include (i) having an unsubscribe link in each email delivered which is unique to the recipient, (ii) having a link to a non-password protected website where the individual can 'opt-out' from receiving further email solicitations from Publisher, or (iii) allowing the recipient to respond to a functioning return electronic email address with a message that is either blank or has 'Unsubscribe' in the subject line. In every case, the unsubscribe process must be both easy to use and effective. The opt out mechanism must remain active for at least thirty (30) days from the date of the email.

- (h) Emails include a valid physical postal address of the advertiser or sender.
- (i) Emails include no gibberish language, including any foreign languages or symbols.

10. Email Suppression and Monitoring Requirements. When using email as a promotional method, Publisher shall take the following action to facilitate suppression and monitoring::

- (a) All unsubscribe requests must be honored within ten (10) days from receipt of request, and Publisher shall maintain electronic or tangible records confirming the removal of such emails from Publisher's lists for verification by Purity Health.
- (b) Within one (1) day of a consumer's opt-out request, Publisher shall provide the unsubscribe request to Purity Health.
- (c) Publisher must remove from any email transmission list any email address associated with any person who previously requested not to receive email solicitations from or on behalf of Purity Health ("**Suppression List**").
- (d) Publisher is responsible for any sending of email messages as well as proper usage of the Suppression List.
- (e) Publisher must not sell, lease, exchange or otherwise transfer or release any opt-out email address on the Suppression List or as otherwise collected by Publisher or Purity Health, except as required by law.
- (f) Publisher must provide reasonable assistance to enable Purity Health to monitor email messages to ensure compliance with the Advertising Rules.
- (g) Publisher must monitor the activity of Marketing Affiliates and any other person sending email to ensure compliance with the Advertising Rules.
- (h) Publisher must not send email messages to email addresses that have been improperly obtained, including addresses harvested from the Internet without consent and randomly generated addresses.
- (i) Publisher must not send email messages from accounts obtained using scripts or other automated means of registering for multiple email accounts.
- (j) Publisher shall not send emails for the purpose of harvesting the email addresses in order to send future unsolicited emails.

- (k) Upon request from Purity Health (which may be by phone or email), Publisher shall immediately stop sending any emails that contain a particular advertisement or advertising material, or that pertain to a particular campaign or offer.
- (l) Prior to any emailing, Publisher must scrub against Publisher and Purity Health's suppression files, and thereafter Publisher must scrub against Publisher and Purity Health's suppression files at least every seven (7) days.

11. Endorsements and Testimonials. Publisher and Marketing Affiliates are prohibited from using an Endorsement or Testimonial, unless Purity Health has received, reviewed and provided express, prior written consent to such advertising. "**Endorsement**" or "**Testimonial**" (collectively "**Testimonial**") means any advertising message (including but not limited to consumer testimonials, celebrity or expert endorsements, blogs, verbal statements, demonstrations, or depictions of the name, signature, likeness or other identifying personal characteristics of an individual or the name, logo or seal of an organization) that consumers are likely to believe reflects the opinions, beliefs, findings, or experience of a party other than Purity Health. This restriction includes the following:

- (a) Publisher and Marketing Affiliate shall not use any Testimonial unless such Testimonial complies with the Federal Trade Commission's Revised Endorsements and Testimonials Guides (16 CFR Part 255 of the Code of Federal Regulations).
- (b) Consistent with this, the Endorser may not use false Testimonials, and all Testimonials must reflect the honest opinions, findings, beliefs and/or experience of the Endorser, and shall not convey an express or implied representation that would be deceptive if made directly by Purity Health.
- (c) Further, no Testimonial may contain representations for which the Publisher or Marketing Affiliate does not have substantiation or that would be considered deceptive.
- (d) If the Testimonial represents that the Endorser uses Purity Health's product or service, the Endorser must have been a bona fide user of it at the time the Testimonial was given, and Publisher or Marketing Affiliate may use the testimonial only as long as the Publisher or Marketing Affiliate has good reason to believe that the Endorser continues to subscribe to the views presented.
- (e) The advertisement must include a clear and conspicuous disclosure of any material connection between the Publisher or Marketing Affiliate disseminating the advertisement and Purity Health. Examples of "**material connections**" that must be disclosed include, but are not limited to: (i) compensation or consideration (benefits or incentives such as money, loaner products, review items, rewards, points, prizes, free or discounted items or services, promotional items or services, in-kind gifts, samples, coupons, or special access privileges) provided by Purity Health to Publisher or Marketing Affiliate, or (ii) a relationship between Purity Health and the Publisher or Marketing Affiliate (such as a present or former employment or agency relationship or some other contractual or other relationship that may or may not be anticipated by the reader of the advertisement).

12. Fraud. Publisher and its Marketing Affiliates shall not use any deceptive or misleading practice, method or technology including, but not limited to, the use of any adware, malware, device, programs, robots, iframes, hidden frames, redirects, spiders, computer script or other automated, artificial or fraudulent methods designed to appear as if a live consumer viewed an Advertisement and/or thereafter performed a payable action. Publisher and its Marketing Affiliates shall not make use of any stolen credit card or debit card numbers or pre-paid credit or debit cards to perform any payable action or otherwise impersonate any live

consumer. By way of example, other indicators of fraud include a Publisher or Marketing Affiliate who (a) generates multiple leads from the same IP address, (b) has conversion rates significantly higher than Purity Health's average, (c) has EPC values significantly higher than Purity Health's average, (d) places Purity Health's or Advertiser's links on incentivized websites without Purity Health's prior written consent, or (e) generates multiple leads using proxy servers. Purity Health reserves the right to withhold payment to the Publisher in the event that Purity Health determines that Publisher or its Marketing Affiliates may have engaged in fraud.

13. Privacy Policy. If Publisher or Marketing Affiliate uses a website to promote Purity Health's products, it must include a clear and conspicuous privacy policy that complies with the requirements of Cal. Bus. & Prof. Code § 22575-22579 (a California statute) and specifically states that consumer information collected through the site will be shared with third parties for marketing, fulfillment, or any other purposes.
14. Complaint Notification. Publisher and Marketing Affiliate must notify Purity Health of any complaint received by Publisher or Marketing Affiliate regarding any Advertisements within twenty-four (24) hours or receiving such complaint.