



MARSQUEST

Company Name: MarsQuest Inc.

MerchantID: MarsQuest Inc. (90363)

Last Modified: N/A

## Qualified Transaction and Affiliate Service Terms

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### Online Sale

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Payout	You earn 20% of Net Sales Amount
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SKU Level Exception	Non-commissionable SKUs e.g. Limited-Edition Collections You earn USD0.00 (Flat Fee Per item ordered)
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Transactions and Payment	Affiliates shall earn a Commission on authorized transactions when a sale is placed by a customer who follows a Link from the Affiliate's site to the MarsQuest site. MarsQuest will only pay Commission on Qualifying Sales subject to resolution of all outstanding Voids.
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### Public Setting

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Banners	MarsQuest Affiliates can put MarsQuest banners on their sites, or within the content of their newsletter.
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Datafeed	MarsQuest Affiliates can have MarsQuest datafeed information.
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### Special Term

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Currency	All prices are in US dollars (USD) on <a href="http://www.marsquest.com">www.marsquest.com</a> .
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### Contact Information

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MarsQuest Affiliate Management Team	<a href="mailto:info@marsquest.com">info@marsquest.com</a>
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General Inquiries	<a href="mailto:support@marsquest.com">support@marsquest.com</a>
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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. Each Affiliate is responsible for assuring that its employees, agents and contractors comply with these terms and conditions. Thank you.

#### **DEFINITIONS**

As used in these terms and conditions: (i) "We", "us", or "our" refers to MarsQuest and our website; (ii) "you" or "your" refers to the Affiliate; (iii) "our website" refers to the MarsQuest properties located at [www.marsquest.com](http://www.marsquest.com); (iv) "your website" refers to any websites that you will link to our website; (v) "Program" refers to the MarsQuest 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 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. **WEBSITE RESTRICTIONS** Your participating website(s) may not:

1. Infringe on our or any anyone else's intellectual property, publicity, privacy or other rights.
2. Violate any law, rule or regulation.
3. Contain any content that is threatening, harassing, defamatory, obscene, harmful to minors, or contains nudity, pornography or sexually explicit materials.
4. 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.
5. 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:

1. You will only use linking code obtained from the affiliate interface without manipulation.
2. Custom links are not permitted and have been disabled within ShareASale.
3. All domains that use your affiliate link must be listed in your affiliate profile.
4. 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.
5. You may not engage in cookie stuffing or include popups, 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).

6. 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.

#### **NON-COMMISSIONABLE PRODUCTS**

MarsQuest reserves the right to not commission on products deemed as key product launches, discontinued partnerships or any other reason MarsQuest finds that a product should no longer be commissionable. In the event there is a key product launch, text links and banners will not be provided to these products within the affiliate network and any affiliate found trying to promote these launches with affiliate links will be subject to having their orders voided and face potential removal from the program. If a previously commissionable product is no longer going to receive commission, all banners and text links for that product will be removed from the network, SKUs will be set to 0% commission and affiliates will receive notification about the commission update. PPC GUIDELINES If you are enrolled in our Program and participate in PPC advertising, you must adhere to our PPC guidelines as follows:

1. 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.
2. You may not use our trademarked terms in sequence with any other keyword (i.e. MarsQuest Coupons/MarsQuestIncCoupons).
3. You may not use our trademarked terms in your ad title, ad copy, display name or as the display URL.
4. You may not direct link to our website from any Pay Per Click ad or use redirects that yield the same result. Affiliates must be directed to an actual page on your website.

#### **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 Impact Radius, and directly or privately to affiliates. In some cases, coupon affiliates may only be paid on codes provided during secured paid placement promotional windows and not on any codes outside of that window. Coupon codes that are not real, expired, not specific (i.e. up to 40% off sale items) or are long-term site-wide offers that do not require a code may not be considered valid codes and the affiliate will not be given commission on these orders. All placements secured with affiliates will require use of an exclusive code and/or link that will be provided in Impact Radius. Transactions that take place outside of that code/link will not be credited to the affiliate. SUB-AFFILIATE NETWORKS Promoting MarsQuest 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 subaffiliates promoting the MarsQuest 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 MarsQuest 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 subaffiliate 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. MarsQuest.website.com or www.MarsQuest-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:

1. Abide by the CAN-SPAM Act of 2003 (Public Law No. 108187) with respect to our Program.
2. E-mail must be sent on your behalf and must not imply that the e-mail is being sent on behalf of MarsQuest.
3. 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:

1. 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 MarsQuest through Wednesday with code MARSQUEST25."
2. You ARE PROHIBITED from posting your affiliate links on MarsQuest's Facebook, Twitter, Pinterest, etc. company pages in an attempt to turn those links into affiliate sales.
3. You ARE PROHIBITED from running Facebook ads with MarsQuest's trademarked company name.
4. You ARE PROHIBITED from creating a social media account that includes MarsQuest's trademark in the page name and/or username.

#### **OPERATIONS OUTSIDE CANADA**

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**

We reserve the right to reverse orders or lead actions due to order cancellations, duplicate tracking, returns, disputed charges, suspected reseller activity, suspected fraudulent or illegal activity, and program violations as outlined in these terms and conditions. Additionally, if we ask you for clarification or more information on any orders, lead actions, 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.

1. You are not forthcoming, intentionally vague or are found to be lying.
2. You are not responsive within a reasonable time period and after multiple attempts to contact with information listed in your network profile.

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