

Advertising Rules

Last Updated: Jun 4, 2024

These Advertising Rules apply to any activities by any affiliate (“**Affiliate**”) to cause Prostadine products to be promoted through web sites, emails, banner ads, and/or other advertisements (collectively, “**Advertisements**”).

1. General Compliance. 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. Affiliate is prohibited from publishing or otherwise distributing Advertisements by telemarketing, fax, or text messaging in any form to any device without first receiving our express written consent. Upon receipt of such consent, Affiliate shall ensure that all telemarketing, faxing, and text message activity shall comply with the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* and similar state statutes.
3. Intellectual Property. Affiliate shall not use any trademark, service mark, trade name, trade dress, logo, copyright, or other Prostadine intellectual property except with our written permission. Further, 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 Prostadine intellectual property of except with our written permission. Except to the extent that a third-party has given written permission, Affiliate shall not use any trademark, service mark, trade name, trade dress, logo, copyright, or other intellectual property of any third-party.
4. Claims. Affiliate agrees to not misrepresent Prostadine products. Affiliate shall not make any claim about the features, attributes, characteristics, efficacy, actual or anticipated results, or other qualities of any of Prostadine products (collectively, “**Claims**”) unless we have provided such Claims to Affiliate specifically for use in Advertisements. Affiliate shall defend, indemnify and hold us harmless, and assume full and sole responsibility, for Claims used in any Advertisement that we did not provide and/or approve for Affiliate’s use.
5. No Alteration of Advertisements. Affiliate agrees not to alter, modify or otherwise change any Advertisements or other content provided or previously approved by us without our prior written approval.
6. No Press Releases. Affiliate may not use press releases as a means of advertising or promoting our products, services, or brand. This includes, but is not limited to, creating, distributing, or publishing any press release on behalf of the company or in relation to the affiliate’s promotional activities. All public communications must be pre-approved by us. Any unauthorized press release or similar public statement will result in immediate termination of this agreement and potential legal action.
7. No Advertising on Online Marketplaces or Classified Sites. Affiliates are strictly prohibited from promoting Prostadine on retail sites, auction sites, or app stores. This includes, but is not limited to, listing, advertising, or selling our products on platforms such as Amazon, eBay, Google Play, Apple App Store, or any other similar online marketplaces. Affiliate is further prohibited from promoting Prostadine on classified sites, including but not limited to posting Advertisements, listings, or any promotional content on platforms such as Craigslist, Gumtree, Kijiji, or similar classified advertising websites.
8. Restrictions. No Advertisements published or otherwise distributed by Affiliate shall:
 - (a) contain AI or other “deepfake” technology to impersonate real people. This includes, but is not limited to, the creation, distribution, or publication of content that impersonates any individual, whether public figures, private individuals, or our representatives and employees. Violation of this rule will result in immediate termination of Affiliate’s use of the network and potential legal action;
 - (b) 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 our sole discretion;
- (c) spawn malicious, false, or deceptive pop-ups or exit pop-ups;
- (d) generate Leads that are not initiated by the affirmative acts of a consumer (i.e. the consumer clicking on the Advertisement);
- (e) promote any illegal activity including, without limitation, gambling, illegal substances, software piracy, or hacking;
- (f) Not bypass our official webpages or order process to generate orders, including but not limited to directing consumers to unauthorized checkout pages, creating unauthorized landing pages, or using any means to circumvent our sales processes; or
- (g) spoof, or redirect, traffic to or from any adult-oriented web sites or other web sites not specifically designated by us as a landing page.

9. No Incentivized Lead Generation. Affiliate shall not use incentives, points, rewards, cash, or prizes to consumers in return for their response to an Advertisement.

10. Search Engine Optimization. If Affiliate distributes Advertisements by using search engine optimization techniques, including without limitation search engine text ads, 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 of our Marks brand names.
- (c) Use any technique that generates organic or paid search results based on the Marks of any of our competitors or any brand name of any competitor, or any other third party.
- (d) Display search results under any “negative keywords” provided by us.
- (e) Directly link any search results to a web site hosted and/or operated by us.
- (f) Engage in the practices known as “double serving “ and “cloaking” where a marketer uses its own jump page to then link into our web page via pre-pop functionality.
- (g) Use any spying tools or any similar technology to duplicate or replicate successful Advertisements, including but not limited to using software or services to monitor, copy, or analyze Advertisements from us or other Affiliates.
- (h) 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.

2. Email Content Requirements. When using email as a promotional method, Affiliate 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 us or approved by us in writing. Affiliates prohibited from removing or altering subject and from lines provided by us or approved by us 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) The domain name associated with email address identifies the name and address of Affiliate's company or alternatively that Affiliate discloses its company name and address in the footer of the email. If Affiliate uses a virtual office or P.O. Box, Affiliate must make sure it is registered to do business in the state associated with that address.
- (e) Emails not have false or misleading subject line that attempts to disguise or conceal the content of the email, or Affiliate 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; 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 Affiliate, 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 no gibberish language, including any foreign languages or symbols.

3. Email Suppression and Monitoring Requirements. When using email as a promotional method, Affiliate 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 Affiliate shall maintain electronic or tangible records confirming the removal of such emails from Affiliate's lists for verification by us.
- (b) Within one (1) day of a consumer's opt-out request, Affiliate shall provide the unsubscribe request to us.
- (c) Affiliate 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 our behalf ("**Suppression List**").
- (d) Affiliate is responsible for any sending of email messages as well as proper usage of the Suppression List.
- (e) Affiliate must not sell, lease, exchange or otherwise transfer or release any opt-out email address on the Suppression List or as otherwise collected by Affiliate or us, except as required by law.
- (f) Affiliate must provide reasonable assistance to enable us to monitor email messages to ensure compliance with the Advertising Rules.
- (g) Affiliate 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.
- (h) Affiliate must not send email messages from accounts obtained using scripts or other automated means of

registering for multiple email accounts.

- (i) Affiliate shall not send emails for the purpose of harvesting the email addresses in order to send future unsolicited emails.
- (j) Upon our request (which may be by phone or email), Affiliate shall immediately stop sending any emails that contain a particular advertisement or advertising material, or that pertain to a particular campaign or offer.
- (k) Prior to any emailing, Affiliate must scrub against its and our suppression files, and thereafter Affiliate must scrub against those suppression files at least every seven (7) days.

4. Endorsements and Testimonials. Affiliate is prohibited from using an Endorsement or Testimonial, unless we have 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 us. This restriction includes the following:

- (a) 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 us.
- (c) Further, no Testimonial may contain representations for which the Affiliate does not have substantiation or that would be considered deceptive.
- (d) If the Testimonial represents that the Endorser uses Prostadine products, the Endorser must have been a bona fide user of it at the time the Testimonial was given, and Affiliate may use the testimonial only as long as the 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 Affiliate disseminating the advertisement and us. 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 us or Affiliate, or (ii) a relationship between us and the 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).

5. Fraud. Affiliate 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. 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 Affiliate who (a) generates multiple leads from the same IP address, (b) has conversion rates significantly higher than our average, (c) has EPC values significantly higher than our average, (d) places our links on incentivized websites without our prior written consent, or (e) generates multiple leads using proxy servers. We reserve the right to withhold payment to the Affiliate in the event that we determine that Affiliate may have engaged in fraud.

6. Privacy Policy. If Affiliate uses a website to promote our 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.
7. Complaint Notification. Affiliate must notify us of any complaint received by Affiliate regarding any Advertisements within twenty-four (24) hours of receiving such complaint.
8. Audit and Review. We reserve the right to audit or review the Affiliate's practices at any time to ensure compliance with the terms and conditions of this Agreement. Such audit or review may include, but is not limited to, examining records, data, and any other material relevant to the Affiliate's activities under this Agreement. The Affiliate agrees to provide full cooperation and access to all necessary information and documentation requested by the Company for the purpose of such audit or review. Any non-compliance identified during the audit or review must be rectified by the Affiliate within a reasonable period as determined by us. Failure to comply with the terms of this clause may result in the termination of this Agreement and/or other remedies as deemed appropriate by us.