

LINK SUPPLEMENT

This Link Supplement is incorporated into the [Proof General Terms](#) ("**General Terms**"). Capitalized terms not otherwise defined have the meanings given in the General Terms, the [Proof Glossary](#), or the Order Form.

1. **Applicability.** This Link Supplement applies to Subscriber, if Subscriber incorporates into one or more Subscriber Websites a Subscriber Link that will direct potential Proof customers (the "**Prospects**") to a Proof website during the Subscription Period. If Subscriber does not accept this Link Supplement, Subscriber may not use a Subscriber Link.

2. **Responsibilities of Subscriber.**

2.1 Compliance with Agreement. The Subscriber shall market the Services and solicit Prospects solely in accordance with the Link Supplement and only under Proof Marks.

2.2 Authority and Lawfulness. The Subscriber shall obtain and keep active any and all permits, licenses, authorizations, permissions and/or certificates that may be required by the applicable governmental, regulatory, or administrative agency, or governing body, for every jurisdiction in which the Subscriber carries on its business activities. The Subscriber represents, warrants, and covenants to Proof that it possesses the right and authority to exercise its rights and perform its obligations hereunder, including the right to provide Proof with information about each Prospect. The Subscriber shall at all times refrain from engaging in any illegal, unfair, or deceptive trade practices or unethical business practices whatsoever, whether with respect to the Services or otherwise. The Subscriber shall, in connection with its dealings with any Prospects and in connection with the exercise of its rights and performance of its obligations under this Link Supplement, take no action and make no payment in violation of, or which may cause Proof or any of its affiliates or its or their directors, officers, employees or agents to be in violation of the Foreign Corrupt Practices Act of 1977, as amended, or comparable laws in other jurisdictions (collectively, "**Anti-Corruption Laws**"). Notwithstanding anything to the contrary contained herein, if the Subscriber has taken or takes an action that could constitute a violation of Anti-Corruption Laws in its dealings with Prospects or otherwise in connection with this Agreement, Proof may, at its sole option, immediately terminate this Link Supplement without liability to Proof.

2.3 Subscriber Conduct. Subscriber shall at all times during the term of the Agreement promote and market the Services consistent with good business ethics, and in a manner that will reflect favorably on the Services and on the name, goodwill, and reputation of Proof. Subscriber shall not (a) make any misrepresentations regarding the Services, whether by act or omission; (b) engage in any deceptive practices with regard to the Services; (c) send unsolicited electronic messages to multiple unrelated recipients ("spamming") in promoting the Service or otherwise engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated under this Agreement; (d) make any representation, warranty or guarantee to any third party with respect to the Services that is inconsistent with (i) the Services, (ii) the published information describing the Services, or (iii) the Order Form; or (e) take any action that has or could have the effect of improperly damaging the name, goodwill, reputation, or business of Proof.

2.4 Prohibited Methods of Promotion. The Subscriber agrees not to associate Proof Marks with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, sexually explicit, violent, discriminatory, or otherwise objectionable in Proof's reasonable discretion. Upon Proof's request (which can be made for any or no reason), Subscriber agrees to promptly remove from public view and delete any content or marketing materials that utilize Proof Marks, or that reference Proof or its Services.

3. **Marketing Rights.**

3.1 Right to Market. Subject to the terms and conditions of the Agreement, Proof grants to the Subscriber the non-exclusive, non-transferable, and non-assignable right to market the Services to any Prospect for the specific purpose of encouraging Prospects in need of Proof Services to click-through the Subscriber Link.



3.2 Marketing Materials. As available, Proof will provide the Subscriber with marketing materials reasonably necessary for marketing Proof and its Services to Prospects. The Subscriber may not, without the prior written consent of Proof, reproduce such materials, or independently create marketing materials that include Proof Marks or imply an association or relationship by and between Proof and the Subscriber. If and to the extent the Subscriber is expressly permitted hereunder by Proof in writing to independently create marketing materials relating to Proof or its Services, any such material shall, in each case, be subject to approval by Proof before publication or other use.

4. Limitation of Rights.

4.1 Limited Marketing Rights. Except for the express rights provided, Subscriber is granted no other right hereunder with respect to Proof, the Services, or Proof Marks. The Subscriber will comply with any style guides or instructions Proof provides with the respect to Subscriber's use of Proof Marks, as may be provided from time to time.

4.2 Reserved Rights. The Agreement shall in no way limit Proof's right to sell directly or indirectly any product or service to any current or prospective customers, including to Prospects.

4.3 Non-Exclusive Appointment. Subscriber acknowledges that the appointment of Subscriber pursuant to this Link Supplement is not an exclusive appointment. Proof expressly reserves the right to appoint other persons or entities to act as marketing, sales, referral, and technology partners.

4.4 Pricing and Terms. The pricing and terms under which Proof offers or sells any Services shall be determined by Proof in its sole discretion. Other than explicitly provided herein or in the Order Form, Subscriber shall not offer or promise prices or terms for the Services except as expressly permitted by Proof. Subscriber shall not purport to obligate Proof to any promises or representations made by Subscriber to a Prospect in connection with any Services. If Subscriber creates a workflow that results in unreasonable expenses for Proof that are not covered by Transaction Fees paid by Prospects, Subscriber shall be responsible for those expenses.

4.5 No Obligation. Nothing in this Agreement shall obligate Proof to actually offer or sell any Services or consummate any transaction with any Prospect. Proof has the right not to proceed with any sale of Services without any liability or obligation to pay compensation to Subscriber.

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