



## Affiliate Terms and Conditions

### 1. Contract

You are participating in this program solely to legally advertise our website and to receive commissions on items purchased by customers referred to our website by you.

### 2. Commission Payments

A commission of 10% of net sales will be paid on all collected online sales trackable to your affiliate link. Net sales means the amount remaining after deductions for: shipping, handling, sales tax, duty, and any discounts applied from redemptions of gift certificates, coupons, sales or credits with respect to such sales, have been deducted. You cannot refer yourself or receive commissions on your own accounts. Commissions are only given for retail sales. Wholesale sales are not eligible for commissions. In order to receive a commission payment, you must have a minimum of 20 € in payable commissions. If the amount payable is less than that, the balance will be carried forward and paid once the 20 € threshold is reached.

Commission payments will be made on the 5th day of each month for commissions approved during the previous month. Commissions will be approved 30 days after shipment. For example, if an affiliate sale is made on January 20th, the commission will be approved on February 20th and paid on March 5th. Commissions will not be rewarded for sales involving returned goods, credit card fraud, bad debts, cancellations and chargebacks. No commission will be paid if the visitor to our site cannot be tracked to your affiliate link by our system. No commissions will be paid on any fraud, duplicates, system test or other bogus transactions. It is our sole discretion to determine if transactions are legitimate.

Commission payments will be made via Paypal unless we approve special arrangements for affiliates who do not have access to Paypal. This commission rate is subject to change at any time subject to our sole discretion. You will be notified via email if the commission rate changes.

If you have commissions owing but we have been unable to pay you, your account may be considered abandoned. This will happen if the account has not been logged into for a period of 6 months and/or the address provided for commission payments is invalid. If an account is determined to be abandoned, a \$25 fee will be assessed once per calendar month until the balance is equal to zero Euro, at which point the account will be closed.

### 3. Method - Affiliate Tracking

When a visitor clicks through your affiliate link or a "Direct Link" on your registered website, a cookie is set in their browser that contains your affiliate ID. Also, their IP address is tracked in the database along with your affiliate ID. When this person decides to buy a product from us, the script will both look for this cookie and try to match their IP address to identify the affiliate who will be awarded the commission.

Our cookies expire after 365 days, so repeat visitors that do not come directly from your site will still count towards your commissions for 365 days, unless the cookie is otherwise removed by the user, or the customer comes through another affiliate's link, wherein the new affiliate's cookie will overwrite the original cookie. We do this to allow fairness for all new affiliates targeting this market.

For a sale to generate a commission, the customer must follow the link from your site to our site, purchase the products in question using our online ordering system, accept delivery of the item at the shipping destination, and remit full payment to us. If a customer returns an item after the commission has been paid, the amount of the commission on the returned item will be deducted from future commission payments.

### 4. Reports and statistics

After registering your partner account with us, you have access to it at any time with your username and password. Apart to the advertising materials we store, your account also includes all statistics and reports on current commissions, transactions and

transfers.

## 5. Good Faith

You agree that you will conduct your business as an affiliate in a professional manner and in compliance with all applicable laws. You agree to use only accepted, legal marketing practices to generate sales in our affiliate program and will not knowingly benefit from traffic generated using unaccepted or illegal marketing practices. This obligation remains regardless of whether or not it causes GoSt-Barefoots or the affiliate program any harm.

## 6. Disclosure

Affiliates must disclose clearly and conspicuously on each post that you have an affiliate connection with our company and that you may be compensated for sales that you refer.

Disclosure of Your Relationship with our Brand: All posts, including, but not limited to, blogs, social media, or videos made in connection with GoSt-Barefoots must include a prominent disclosure of the relationship between you and our brand. For Instagram and Facebook posts, the disclosure must appear in the first three lines of the first comment. For Instagram Stories, the disclosure must be written on the screen in legible type in a color and font size that is noticeable.

Disclosure of Benefits: Any posts you make referencing GoSt-Barefoots or our products must include a prominent disclosure if affiliate commissions may be earned or other benefits (e.g., coupons or review products) were provided to you.

Hashtags are not necessary, and by themselves, do not fulfill your disclosure obligation. Instead, you may include the disclosure in simple language in the body of the post itself (e.g., "I am proud to be a GoSt-Barefoots affiliate, and may receive commissions for sales made through this post"). Thanking the brand or tagging our account @gostbarefoots is NOT enough. For video reviews, either announce the disclosure at the start of the video or place it on the screen in legible type. When in doubt, all posts shall conform with the FTC's Endorsement Guides and its most current guidance regarding the guides. See <https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>.

Honest Views and Experiences: Your statements must reflect your honest views and experiences with any GoSt-Barefoots product(s). Always give your true opinion about our products as they compare with other brands.

Social media posts may not include videos, music or photos that are the property of third parties without their written permission. Do not post or repost photos or videos without written permission from everyone appearing in the photo/video and the photo/video creator.

Third Party Rights of Publicity/Privacy: Social media posts may not include images or names of celebrities or public figures without their prior written permission and the written permission of GoSt-Barefoots Ltd. You may not post, repost, share, or reshare photos or videos including minors (namely, individuals who are under the age 18 or the age of majority in their state of residence) without written consent from a parent or legal guardian. While obtaining permission from both parents is helpful, it is not necessary.

## 7. Revocation of Affiliate Status

Your affiliate status in the program may be suspended or terminated at any time and for any reason at our sole discretion. The following are some examples of unacceptable marketing activities that will result in immediate termination of your account. The following are listed for purposes of illustration only and this list is not exhaustive:

- Any form of spamming (mass email, mass newsgroup posting, etc.)
- Inappropriate advertisements (false, misleading or fraudulent claims, misleading hyperlinks, non-existent coupons or sales, etc.).
- Use of our trademarks without express permission (other than in ads or material provided by us).
- Advertising on hate sites, adult sites, or sites containing or promoting illegal activities.
- Violation of intellectual property rights.
- Acquiring traffic from and/or use of our banners or links in places such as banner networks, hit farms, counters, guestbooks, etc.
- Any placement of creative in a „Desktop“ advertising scheme. This includes any and all 3rd party advertising platforms that use a desktop application to display ads in any form.
- Any display of a merchant window that isn't the result of a direct click by the enduser.
- Any attempt to create sales, leads, or clickthroughs using robots, frames, iframes, scripts, or manually „refreshing“ of pages,

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for the sole purpose of creating commissions.

- Making health related claims, such as claims that the product will treat or cure a condition.

Engagement in any of the above listed activities will result in immediate termination of your account and the forfeiture of all commissions. GoSt-Barefoots will not be held liable for any legal action against you nor be financially responsible for any fines owed by you as a result of any illegal or fraudulent actions by you.

## 8. Competitor Keyword Bidding

Should you use paid advertising, you agree to refrain from bidding on any competitor's branded names, such as Vibram Five Fingers, Luna Sandals, Xero Shoes, etc.

## 9. Affiliate Links

As an affiliate site, we will make available to you banners, button links to our site and/or text links to our site (the "Links"), containing our logo and words identifying our company and products. In using the Links, you agree that you will take full responsibility in maintaining all such Links. You shall not alter, modify or expand the Links in any way without our written consent. If the HTML code is altered after copying from that web page, we take no responsibility for you receiving credit for any sale. Any change you make may cause the tracking to no longer function correctly.

You agree to ensure that each link connecting users of your site to our site will in no way alter the look, feel or functionality of our site. You may use the Links both on your website and within in your non-spam email messages. You may also advertise our website „offline“ in classified ads, magazines, and newspapers. You may use only the graphics and text provided to you by us, unless we have approved any other text, graphics or advertising material in writing before you use it.

You are allowed to display the prices of our products on your website, but you are responsible for keeping your information on pricing up-to-date as we from time to time will post specials, discounts or change product pricing at our sole discretion. We do not guarantee the availability or price of any particular product.

You are not authorized to make any representations or warranties about our products or on our behalf (other than representations or warranties in the content we have provided to you or have approved in writing) or to enter into any commitments on our behalf. We reserve the right to require, at our sole discretion, the correction or deletion of any material from any of your advertising, promotion or publicity relating to GoSt-Berefoots Ltd. products.

You must place the appropriate copyright and trademark notices when using our brand, product names, logos, etc. You agree not to use the Links, our trademarks, images, content, or intellectual property of any type for activities other than driving affiliate transactions to our website.

We have the right in our sole discretion to monitor your site at any time and from time to time to determine if you are in compliance with the terms of this Agreement.

## 10. Relationship

You are an independent contractor, and nothing in this agreement will establish a joint venture, partnership, agency, franchise, sales representative, or employment relationship of any kind. You agree that you are responsible for payment of all taxes arising from your participation in our affiliate program. No taxes will be withheld from your commission payments. This relationship is non-exclusive for both parties, meaning you are free to be an affiliate of other companies and we are free to contract with other affiliates.

We may contact you via email for the purpose of informing you of any changes or additions to this affiliate program or for other matters related to this affiliate program.

## 11. Non-Exclusive Limited License and Use of GoSt-Barefoots Logos and Trademarks

We grant you a non-exclusive, non-transferable, revocable right to access our site through Links solely in accordance with the terms of this agreement, and in connection with such Links, to use our logos, trade names, trademarks and similar identifying material (collectively, the "Trademarks") solely for the purpose of generating sales through our affiliate program. You may not alter, modify or change the Links, the Trademarks, or any other graphical images or text content that we provide to you or otherwise have approved in accordance with this agreement. The use of any of the Links, the Trademarks, graphical images or text content are only extended to members in good standing of our program. All Trademarks, images, technology, and content provided for your use shall remain the sole property of GoSt-Barefoots

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If you see logos, trademarked items or other content that is not in the materials available to affiliates in the marketing section of our website and you wish to use them on your site, you may not use them without prior written permission. Permission to use these items is not to be construed as GoSt-Barefoots giving you any legal ownership or rights to these logos, trademarks or other content other than the limited license granted pursuant to this section.

You may not register any TLDs (top level domains) in any country using our Trademarks without written permission in advance. The rights granted to you pursuant to this section shall terminate upon the effective date of the termination of this Agreement.

## 12. Marketing Claims

You agree that all advertising and marketing of product shall be in full compliance with USA Federal Trade Commission regulations. <https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>. You understand that the science behind the benefits of minimalist shoes is still preliminary and the FTC does not permit sales and marketing to contain any claims of unsubstantiated health benefits. Reseller explicitly agrees to refrain from making any claim that the product will produce any health benefit unsubstantiated by science. Do not make performance guarantees or medical claims about our brand (e.g., Paleos® Chainmail Shoes by GoSt-Barefoots cured my plantar fasciitis).

Prohibited Content: Your posts may not include language that is offensive, defamatory, promotes racism, bigotry, hatred, illegal activities, or physical harm of any kind to any individual or group.

Monitoring: GoSt-Barefoots will be periodically monitoring your social media posts and other content for compliance with these Terms. If we find that you are not in compliance, we will ask that you revise your content immediately and/or we may choose to discontinue our relationship with you.

## 13. Limitation and Exclusion of Liability

GoSt-Barefoots shall not be liable to you, or any other third party, and shall be held harmless for any loss, cost, damage or expense incurred in connection with the promotion, marketing and advertising of our products and services. In no event shall we be liable for any indirect, incidental, consequential, special or exemplary damages, including without limitation, loss of profits or loss of business opportunity, even if such damages are foreseeable and whether or not we had been advised of the possibility thereof. Our maximum aggregate liability shall not exceed the total outstanding commission fees payable to you under to this agreement. GoSt-Barefoots will also not be liable for indirect or accidental damages (loss of revenue, commissions) due to affiliate tracking failures, loss of database files and other technical problems, and any results of „intents of harm“ to the program and/or to our website. We do not make any expressed or implied warranties with respect to the affiliate program, our website, and/or the products or services sold by us. We make no claim that the operation of the affiliate program and/or our website will be error-free and we will not be liable for any interruptions or errors.

## 14. Warranties and Disclaimers

Except as set forth in this agreement, we make no warranties of any kind to any person with respect to this affiliate program, this includes the affiliate program availability or lack thereof or any data or materials supplied thereby, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose or non-infringement. We make no representation that the operation of any of our computer systems will be uninterrupted, or error-free, and will not be liable for the consequences of any interruptions or errors, therefore you accept that our computer systems, products, and services are provided on an as-is basis. We also do not guarantee or predict any type of profit from your participation in our affiliate program.

## 15. Indemnity

You shall defend, indemnify, and hold GoSt-Barefoots and their directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorneys' fees, resulting from, arising out of, or in any way connected with: (a) any breach by you of any warranty, representation, or agreement contained in this agreement; (b) the performance of your duties and obligations under this agreement; (c) your negligence; or (d) any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorized use of our content or this affiliate program.

## 16. Term of the Agreement

The terms of this agreement begin upon your acceptance in the GoSt-Barefoots Affiliate Program and by your written confirmation of this agreement. You will be notified via email if we accept your affiliate application. This agreement will end when terminated by either party and may be terminated at any time. The terms of this agreement may be modified by us at any time.

If this agreement is terminated or modified, you will be notified via email. If any modification to the terms of this Agreement is un-

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acceptable to you, your only choice is to terminate your affiliate account. Your continuing participation in the program will constitute your acceptance of any change.

## 17. Miscellaneous

This Agreement will be governed by the laws of Germany without reference to rules governing choice of laws. In the event of any dispute or disagreement arising under or in connection with these Terms or the Agreement (including a dispute or disagreement as to the validity of the Terms or the Agreement), such dispute or disagreement will be referred to and resolved under the exclusive jurisdiction of the German courts. The exclusive place of jurisdiction is Mönchengladbach in North Rhine-Westphalia or another legal place of jurisdiction in Germany at the discretion of GoSt-Barefoots. You may not assign this agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this agreement.

## 18. Permission / Right of use

You grant GoSt-Barefoots, its affiliates, representatives, agencies, and employees worldwide without restriction, in perpetuity the right to repost / reshare / and use in any of its advertising, including, but not limited to online and print media, any content you post including photos and videos you make, or which feature you wearing, reviewing, and/or referencing GoSt-Barefoots in any form.

## 19. Entire Agreement

This agreement replaces, supersedes and cancels all previous arrangements, understandings or agreements between the parties either oral or written with respect to the subject matter of this agreement and expresses and constitutes the entire agreement between the parties.

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