



## Email Affiliate Terms and Conditions

Affiliate:	[Insert Company Name] operating under AID [Insert main AID]
Optimise:	Optimise Media (UK) Limited

These Email Terms and Conditions (hereafter the “Terms & Conditions”) supplement and form part of the existing Affiliate Agreement in place between the Affiliate and Optimise and the Programme rules already in place on all applicable Programmes. In the event of a conflict between these Terms and Conditions and the Affiliate Agreement, these Terms and Conditions shall prevail.

These Terms and Conditions govern all activity undertaken on behalf of an Advertiser by the Affiliate under any Affiliate Account that the Affiliate has with Optimise. Whilst this Agreement may state a primary Affiliate Id for the Affiliate it shall apply to all Affiliate Ids under which the Affiliate operates with Optimise.

These Terms and Conditions detail the specific additional requirements that the Affiliate must follow for the promotion an Advertiser using Solus email, either directly or through the use of Third Party Partners

1. Any Terms used within these Terms and Conditions shall have the meaning defined within the Affiliate Agreement unless they are otherwise defined here.

Term	Meaning
Advertiser	Any Optimise Advertiser
Seed	means the inclusion of additional email addresses within an email distribution to allow the monitoring of email distribution timing and content
Send List	Means a list of email addresses to which a promotion is planned to be sent
Solus	means an email distribution that contains a promotion for only one advertiser or product
Suppressed	means the removal of emails from a send list
Suppression List	means a list of email addresses that must be excluded from an email distribution
Third Party Partner	means any sub-contractor, sub-affiliate or other third party that the Affiliate may use to deliver promotions under the Affiliate Agreement

## 2. Email Promotion

- 2.1. Statutory Requirements** – All activity must comply with all laws and regulation including but not restricted to the Data Protection Act 1998 and the Privacy and

# Optimise

Electronic Communications Regulations. When requested, Opt in data must be made available for each individual record.

- 2.2. Suppression List Management** –Affiliates must ensure that all Sends Lists have been suppressed against any and all Suppression Lists provided by Optimise. Prior to all Solus sends written confirmation must be provided to Optimise that Send Lists have been suppressed. (Affiliates must obtain written confirmation from Third Party Partners that lists have been suppressed). Affiliates must acknowledge receipt of emails regarding Suppression Lists within 2 days of receipt.
- 2.3. Email Creative Compliance and Approval** – Only content and creative (including but not limited to footers, headers, body content and email subject line) approved in writing by Optimise (on behalf of the Advertiser) can be used for any Solus promotion/sends.
- 2.4. Approval to Send** - No Solus email campaigns will be scheduled/sent without obtaining written, advance approval from the Advertiser and Optimise.
- 2.5. Creative UID Data** – Creative IDs must be populated within Optimise’s UID5 field in all Solus emails
- 2.6. Seeding copies of emails** – All Solus email sends must Seed copies to the email addresses provided by Optimise. Where this requirement cannot be met permission must be obtained in writing to send emails without seeding. No Solus emails are to be sent without seeding unless prior written permission has been given.
- 2.7. Spam Mitigation** - appropriate tests must be conducted to ensure that the email marketing creative will pass through spam filters
- 2.8. Send Cancellation** – Solus email sends can be cancelled or suspended at Optimise’s or the Advertiser’s instruction at any time. Procedures, technology and communication lines (including with Third Party Partners) must be in place to ensure this is implemented immediately upon being notified by Optimise. Where sends can not be stopped (for unavoidable technical reasons etc.) this must be made clear to Optimise.
- 2.9. Complaints Handling** – all Solus emails must contain appropriate complaint handling information. In the event of a customer complaint (or where there is legitimate concern that complaints are likely), that all reasonable requests for information from Optimise or the Advertiser will be met within one working day or where this is not reasonably practical within an agreed timeframe.
- 2.10. Requests for Information** – All reasonable requests for information (especially in the event of a complaint, compliance issue or in the events of regulatory scrutiny) must be acknowledged within 4 hours. Information requested should be provided as soon as is practical (within 2 working days) and where this is not possible Optimise must be notified.

## 3. Use of Third Party Partners

- 3.1. Third-Party Partner Approval** - Written approval from Optimise (on behalf of the Advertiser) must be given to distribute Solus emails through Third Party Partners.
- 3.2. Compliance with Terms and Conditions** – The Affiliate shall be responsible for ensuring that all Third Party Partners comply at all times with the terms of the Affiliate Agreement, Programme Rules and these Terms and Conditions and shall have adequate arrangements in place to ensure such compliance.



- 3.3. Suppression List Management** – Written confirmation that suppression lists have been properly implemented by third-parties for all sends must be available on request.
- 3.4. Third Party Partner Details** - in the event of a compliance issue/concern or other breach of terms details of Third-Party Partners will be provided upon request. Where this is not possible/achievable, Optimise must be notified before the Third Party Partners are used for Solus email sends. The following details should be provided.
- 3.4.1. Name of Business
  - 3.4.2. Address of Business
  - 3.4.3. Confirmation that contracts are in place to meet the requirements of this contract
- 3.5. Third-Party Partner ID Data** – Partner ID's must be included and easily accessible in all email sends. Wherever practicable the Partner ID should be populated within Optimise's UID3 field in all Solus emails.
- 3.6. Breach of Terms** – In the event of a breach of these Terms and Conditions by the Affiliate or a Third Party Partner Optimise may remove the Affiliate from the Programme and/or withhold Commission due.

For and on Behalf of the Affiliate

**Signed:**

**NAME:** \_\_\_\_\_

**TITLE:**

**DATE:**

For and on Behalf of Optimise Media (UK)  
Limited

**Signed:**

**NAME:** \_\_\_\_\_

**TITLE:**

**DATE:**