

FirstQuote.ai Affiliate Terms and Conditions

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FirstQuote AI, LLC ("FirstQuote.ai") sets forth below our affiliate ("Affiliate") terms and conditions ("Terms & Conditions"). Please read these Terms & Conditions carefully before you join our program or begin marketing our program. These Terms & Conditions are written in plain language intentionally, avoiding legalese where possible to ensure that they may be clearly understood and followed by Affiliates. Each Affiliate is responsible for ensuring that its employees, agents and contractors comply with these Terms & Conditions. Affiliate terms and conditions are subject to change with or without notice. These Terms & Conditions supersede all other previous Terms & Conditions. Thank you.

DEFINITIONS

As used herein: (i) "We", "us", or "our" refers to FirstQuote.ai and our website, domains, and social media accounts; (ii) "you" or "your" refers to the Affiliate, its agents, employees, subcontractors, or other party acting on the Affiliate's behalf; (iii) "our website" refers to the FirstQuote.ai properties located at <https://firstquote.ai>; (iv) "your website" refers to any websites that you will link to our website; (v) "Program" refers to the FirstQuote.ai Affiliate Program, administered through the Reditus affiliate platform ("Reditus"); and (vi) "Referred Customer" refers to a customer who signs up for FirstQuote.ai after clicking your referral link, within the attribution window described below.

ENROLLMENT

Enrollment in the Program is handled through Reditus at <https://app.getreditus.com/marketplace/firstquoteai>. There are no minimum traffic requirements — anyone may apply, and accepted Affiliates can start earning immediately. After receiving your application, we will review it and notify you of your acceptance or rejection into our Program. Please allow up to 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.

COMMISSIONS & QUALIFIED PURCHASES

You earn a commission equal to 35% of every payment a Referred Customer makes to FirstQuote.ai during the first twelve (12) months of their paid subscription. After a

Referred Customer's first twelve months, no further commissions accrue for that customer.

The attribution window is sixty (60) days: a person who clicks your referral link and signs up for FirstQuote.ai within 60 days of that click is credited to you as a Referred Customer, as tracked by Reditus.

In order to be eligible for commissions, any purchases made by your referrals MUST be made via the FirstQuote.ai website for one of our products / plans. The following list includes, but is not exclusive to, purchases which will NOT be eligible for commissions:

1. Purchases initiated via a 3rd party website, such as a "lifetime deal" or coupon site.
2. Purchases made by yourself or on behalf of any company, entity, or individual directly affiliated with yourself. Self-referrals are not eligible for commission.
3. Payments that are subsequently refunded, charged back, or otherwise reversed (see the Reversal & Communication Policy below).

PAYOUTS

Commission payments are processed monthly through Reditus once your balance reaches the \$50 minimum payout threshold. Balances below the threshold roll over to the following month. You are responsible for maintaining accurate payout information in your Reditus account and for any taxes owed on amounts paid to you under the Program. We reserve the right to withhold or reverse commissions as described in the Reversal & Communication Policy below.

WEBSITE RESTRICTIONS

Your participating website(s) may not:

1. Infringe on our or anyone else's intellectual property, publicity, privacy or other rights.
2. Violate any applicable law, rule or regulation.
3. Contain any content that is threatening, harassing, defamatory, obscene, racist, 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.
6. Keep up any website pages, creative, banners, ads, logos, or content related to FirstQuote.ai when we request you to remove it for any reason we deem necessary

for our business and brand; if the requested items mentioned above are not removed within 7 days, you will be required to pay FirstQuote.ai however much this costs FirstQuote.ai as determined by FirstQuote.ai.

LINKING TO OUR WEBSITE

Upon acceptance into the Program, referral links will be made available to you through Reditus. Your acceptance in our program means you agree to and abide by the following.

1. You will only use the linking code obtained from Reditus without manipulation.
2. All domains that use your Affiliate link must be listed in your Affiliate profile.
3. 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.
4. You may not engage in cookie stuffing or include pop-ups, pop-unders, or any false or misleading links on your website or app. In addition, wherever possible, you will not attempt to mask the referring url information (i.e. the page from where the click is originating).
5. 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.

If you are found redirecting links to hide or manipulate their original source, your current and past commissions will be voided or your commission level will be set to 0% or \$0. We reserve our rights to seek legal remedies for the foregoing, in addition to withholding any commission due to you. This does not include using "out" redirects from the same domain where the affiliate link is placed.

PPC GUIDELINES

Paid search advertising is permitted in our Program. If you participate in PPC advertising, you must adhere to our PPC guidelines as follows:

1. You may not bid on any of our trademarked and brand terms (which are identified below), including any variations or misspellings thereof, for search or content based campaigns on Google, Bing, Facebook or any other network.
2. You must negative match our trademarked and brand terms in any search or content advertising.
3. You may not use our trademarked and brand terms in sequence with any other keyword (i.e. FirstQuote.ai Coupons, FirstQuote.ai promo code, FirstQuote.ai review).

4. Use of FirstQuote.ai's trademark and branded terms in your ad title, body, ad copy, display name, subfolder of the URL or as the display url is prohibited unless granted written permission.

5. You may not bid in any manner appearing higher than FirstQuote.ai, or outrank FirstQuote.ai, for any of our trademarked and brand terms in any auction style pay-per-click advertising program.

If you automate your PPC campaigns, it is your responsibility to exclude our trademarked terms from your program. We have a strict no tolerance policy on PPC trademark bidding.

- You will forfeit all outstanding commissions and bonuses and your commission will be set to 0% or \$0 without warning if you engage in PPC trademark bidding that uses our trademarked and/or brand terms. We reserve our rights to seek legal remedies for the foregoing.
- **Trademarked and Brand Terms:** FirstQuote.ai, FirstQuote AI, FirstQuote, First Quote AI, FirstQuoteAI, and any variations or misspellings thereof.

PERMITTED & RESTRICTED MARKETING CHANNELS

- **Permitted Marketing Channels** include Content, Blog, Influencer, Influencer Whitelisting Campaigns, Display, Mobile, Newsletter, Social, and Networks (also with approval first and scrutiny for qualified traffic). For any other types of marketing channels, email support@firstquote.ai for approval.
- **Restricted Marketing Channels** include Deal/Coupon, Loyalty, Toolbars, Trademark Bidding, Mobile Gaming/Rewards, Social Gaming/Rewards, Digital Currency, Incent, and Third Party Mailers.

INCENTIVIZED TRAFFIC

Traffic sources from websites, mobile apps, and programs that motivate audiences to sign up for a FirstQuote.ai trial or click to the FirstQuote.ai website so they can receive points/lottery/rewards/other incentives, are strictly prohibited and subject to immediate reversals of commissions, unless approved in writing by FirstQuote.ai.

DEAL/COUPON & LOYALTY GUIDELINES

Deal/Coupon and Loyalty sites are strictly prohibited from FirstQuote.ai's affiliate program. In the case that an exception is made, and if you become enrolled in our Program and your website promotes coupon codes, you must adhere to our Coupon Guidelines as follows:

1. You may ONLY advertise coupon codes that are provided to you through the affiliate program.

2. Posting any information about how to work around the requirements of a coupon/promotion (i.e. first time customers only) will result in removal from the program without warning.
3. Coupons must be displayed in their entirety with the full offer, valid expiration date and code with no obfuscation, "click to reveal" or other method of hiding the code in order to incentivize and/or force the user to click.
4. You may NOT advertise coupon codes obtained from any nonaffiliate marketing channel, including coupon codes from our email, paid search or any other non-affiliate advertising campaigns.
5. You MUST honor our request to remove any site pages or content featuring FirstQuote.ai we deem as not aligned with our brand or for any reason we deem as unjustified; if the requested items mentioned above are not removed within 7 days, you will be required to reimburse FirstQuote.ai however much this costs FirstQuote.ai as solely determined by FirstQuote.ai.

INFLUENCER GUIDELINES

Once an Influencer has been onboarded, FirstQuote.ai may work with Influencers on both organic campaigns (including social media blasts, content posts, newsletters, and other agreed upon creative campaigns) and also whitelisting campaigns (running paid social advertisement through the Influencer's account). FirstQuote.ai has all rights to Influencer creative content produced for FirstQuote.ai after a campaign ends. To the extent any rights do not legally transfer to FirstQuote.ai, the Influencer will provide FirstQuote.ai with a perpetual, non-revocable, worldwide, fully-paid up license to the creative works for FirstQuote.ai's use.

INFLUENCER WHITELISTING GUIDELINES

For Whitelisting campaigns, FirstQuote.ai will only pay a bonus amount without any commission based payments, unless there is an explicit agreement with FirstQuote.ai and the Influencer. FirstQuote.ai will pay the Influencer a flat dollar fee in exchange for ownership of content and for the right for said content to be run on paid media in accordance with FirstQuote.ai advertisements. This fee will also grant FirstQuote.ai the right to whitelist the Influencer's social media accounts and run paid media directly out of those accounts during the term of this contract. Fees will be paid before the whitelisting campaign goes live. No fees, bonuses, or commissions will be paid if the Influencer violates these Terms & Conditions.

EMAIL MARKETING GUIDELINES

FirstQuote.ai only works with First Party Mailers for Partner Email campaigns. All Third Party Mailer campaigns are restricted, including a blending of First Party Mailer and Third Party Mailer traffic. In addition, all Affiliates must abide by the following when executing email campaigns with FirstQuote.ai:

1. Mail frequency limits: do NOT email the same user more than twice a week.
2. Mail only from publicly registered sending domains.
3. No General Interest data.
4. No Network Syndication — 1st party mailers or newsletters only.
5. No white text within HTML.
6. Violations will result in termination from the campaign or partnership and/or nonpayment.

For First Party Mailer campaigns, Affiliates should abide by the rules and regulations of both CAN-SPAM as well as Spamhaus. Resource links are listed below:

- **CAN-SPAM:** <https://www.ftc.gov/tips-advice/business-center/guidance/can-spam-act-compliance-guide-business>
- **Spamhaus:** <https://www.spamhaus.org/faq/section/Marketing%20FAQs>

Violation of CAN-SPAM and Spamhaus rules and regulations will result in termination of the partnership and a reversal on all earned commissions.

SUB-AFFILIATE NETWORKS

Promoting FirstQuote.ai through a sub-affiliate network is **not** currently permitted. However, if an exception is made, you must be completely transparent with regards to where traffic from your sub-affiliates originated. Sub-affiliate networks must ensure that all sub-affiliates promoting the FirstQuote.ai program adhere to our program Terms & Conditions. This includes foregoing restrictions on advertising through toolbars, browser extensions, trademark bidding, mobile gaming/rewards, digital currency, incent subpublishers, syndicating our ads through other networks, and through any paid placements such as a pay-per-click campaign. Sub-affiliate networks must also receive approval from FirstQuote.ai prior to allowing any type of deal, coupon or loyalty sub-affiliate to promote the FirstQuote.ai 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 sub-affiliate that does not comply with our program terms. You are liable for any breach of these Terms & Conditions by your sub-affiliate(s).

DOMAIN NAMES

Use of any of our trademarked terms as part of the domain or subdomain for your website is strictly prohibited, i.e. FirstQuoteDeals.com or www.FirstQuote-ai-coupons.com or the like.

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 email campaigns, you must adhere to the following:

1. Abide by the CAN-SPAM Act of 2003 (Public Law No. 108-187) with respect to our Program.
2. E-mails must be sent on your behalf and must not imply that the email is being sent on behalf of FirstQuote.ai.
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, X (Twitter), Instagram, TikTok, YouTube, and other social media platforms is permitted under the following general guidelines:

1. You are ALLOWED to promote FirstQuote.ai to your own lists; more specifically, you are welcome to use your Affiliate links on your own social media pages.
2. You are PROHIBITED from posting your Affiliate links on FirstQuote.ai's own social media pages in an attempt to turn those links into Affiliate sales.
3. You are PROHIBITED from running social media ads with FirstQuote.ai's trademarked company name unless you submit for preapproval and are granted written permission.
4. You are PROHIBITED from creating a social media account that includes FirstQuote.ai's trademark in the page name and/or username.

OPERATIONS OUTSIDE UNITED STATES

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 and the General Data Protection Regulation (GDPR) if you are conducting business in or taking orders from persons in one or more of the European Union countries.

REVERSAL & COMMUNICATION POLICY

FirstQuote.ai takes pride in a very low reversal rate, which we attribute to open communication with our affiliates. However, we reserve the right to reverse commissions due to actions associated with a declined credit card charge, refunds, chargebacks, duplicate tracking, disputed charges, subscription cancellations within 0–2 days of signing up for FirstQuote.ai, program violations, and any activity we deem as fraudulent or taking advantage of our payout model as outlined in our Program description. Additionally, if we ask you for clarification or more information on any signups 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 examples of violations of our communications policy. These are not intended to be limiting:

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 Reditus profile.
3. You cannot substantiate or validate the source of your traffic to our program with clear and demonstrable proof.
4. Any other actions that indicate lack of trust, honesty, or malfeasance that we encounter. If any of the above apply, then we reserve the absolute right to reverse commissions, set your commission to 0% or \$0 or suspend you from the program for the period or signups in question. We know that many violations are a result of automated processes; however, it is incumbent upon each Affiliate to ensure that it has the appropriate checks and balances in place to proactively address these issues and adhere to our Program rules. Traffic quality will also be determined by FirstQuote.ai and must abide by the standards set by us, otherwise subject to reversal.
5. In addition to the remedies described in Paragraph 4 above, FirstQuote.ai reserves its rights to seek any legal remedies it is entitled to in a court of law if you breach the provisions of these Terms & Conditions.

TRUTH IN ADVERTISING

Your advertising must be truthful and non-deceptive. You cannot make false claims and you must be able to provide evidence to back up your claims. Your advertisements cannot be unfair. These policies are applicable to both express and implied claims. You may not represent yourself in a review or other content as another person or create a false persona for the purposes of writing such review. If you make a claim and cannot provide evidence, you will forfeit all outstanding commissions and bonuses and your commission will be set to 0% or \$0 without warning.

FTC DISCLOSURE REQUIREMENTS

You must include a disclosure statement within any and all pages, blog/posts, or social media posts where affiliate links for our affiliate program are posted as an endorsement or review, and where it is not clear that the link is a paid advertisement. This disclosure statement should be clear and concise, stating that we are compensating you for your review or endorsement. If you received the product for free from us or from the affiliate management team for review, this also must be clearly stated in your disclosure.

- Disclosures must be made at the beginning of the claims and may not appear solely in a "Terms of Use", "Legal", "About Us" or other linked page.
- Disclosures should be placed above the fold; scrolling should not be necessary to find the disclosure (e.g. disclosure should be visible before the jump).
- Pop-up, hover state and button disclosures are prohibited.
- Disclosure policy applies to all social media, even when space is restricted (e.g., tweets).

- Disclosures should be made in the same medium as the claim (e.g. video, text).

For more information about FTC disclosure requirements, please review the FTC's "Dot Com Disclosures" Guidelines at

<https://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf> (example 21) and the

FTC's Endorsement Guidelines at

<https://www.ftc.gov/business-guidance/advertising-marketing/endorsements-influencers-reviews>.

If you engage in so called "native advertising", you further agree to comply with the FTC's Enforcement Policy Statement on Deceptively Formatted Advertisements and the related guidelines.

LEGAL PROVISIONS

INDEMNIFICATION

Affiliate will defend, indemnify and hold FirstQuote AI, LLC harmless from and against all claims, damages, liabilities, losses, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from:

1. any action by a third party against FirstQuote.ai that is based on a claim that any services performed under this Agreement, or the results of such services (including any Affiliate work product), or FirstQuote.ai's use thereof, infringe, misappropriate or violate such third party's intellectual property rights; and
2. any breach by Affiliate of these Terms & Conditions, any violation of applicable law by Affiliate, or any negligent, fraudulent or willful act or omission of Affiliate in connection with its marketing or promotion of FirstQuote.ai.

NO WARRANTY

The Program and our website are provided "as is" and "as available", without warranty of any kind, express or implied. We do not guarantee that participation in the Program will generate any particular level of referrals, commissions or earnings.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, FirstQuote AI, LLC will not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits, revenue or data, arising out of or in connection with the Program or these Terms & Conditions. Our total aggregate liability under these Terms & Conditions will not exceed the total commissions paid or payable to you in the twelve (12) months preceding the event giving rise to the claim.

TERM & TERMINATION

Either party may terminate participation in the Program at any time, with or without cause, by written notice (including email) or by closing the affiliate relationship in Reditus. Upon termination, you must stop representing yourself as a FirstQuote.ai

affiliate and remove FirstQuote.ai links and creative from your properties. Commissions validly earned prior to the effective date of termination will be paid in accordance with the payout schedule above, except where these Terms & Conditions provide for forfeiture or reversal, or where termination results from your breach of these Terms & Conditions, in which case all unpaid commissions are forfeited.

RELATIONSHIP OF PARTIES

You and FirstQuote AI, LLC are independent contractors. Nothing in these Terms & Conditions creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You have no authority to make or accept any offers or representations on our behalf.

MODIFICATION

We may modify any of the terms and conditions contained in these Terms & Conditions, at any time and in our sole discretion, with or without notice. Your continued participation in the Program following any modification constitutes acceptance of the modified Terms & Conditions. If any modification is unacceptable to you, your only recourse is to terminate your participation in the Program.

GOVERNING LAW

These Terms & Conditions are governed by the laws of the State of Florida, without regard to its conflict of law provisions. Any dispute arising under these Terms & Conditions shall be resolved exclusively in the state or federal courts located in Palm Beach County, Florida.

CONTACT

Questions about the Program or these Terms & Conditions may be directed to support@firstquote.ai.