

SHOE SNOBB AFFILIATE PROGRAM - TERMS & CONDITIONS

These Shoe Snobb Affiliate Program Terms & Conditions (the “Agreement”) contain terms and conditions that apply to your participation as an Affiliate (as that term is defined herein) in Shoe Snobb’s Affiliate Program (the “Program”) through Shoe Snobb’s Affiliate Network(s) (“Network”), and the establishment of links from your website or digital location (also referred to as “your site”) to the following:

- Shoe Snobb.com;
- select mobile apps (collectively, and each, “Shoe Snobb Domain”), which may be extended in the future with notice.

As used in this Agreement, “we” and “our” shall mean collectively, Shoe Snobb Corporation and/or its parents, subsidiaries and related entities (as applicable) and Shoe Snobb Domains (collectively, “Shoe Snobb”), and “you” and “your” mean the Affiliate.

By submitting your Shoe Snobb Affiliate Program application and participating in the Program, you are confirming that you have read and understand this Agreement, you represent and warrant that you are lawfully able to enter into contracts, and you agree to be bound by, and will continue to comply with, these terms and conditions throughout the full duration of your participation in the Program. Additionally, you acknowledge and agree that by submitting your application, which may include clicking an acceptance box, the effective date of this Agreement will be the date on which you submit your application.

As a condition of your participation in the Program, you must comply with all laws, rules and regulations applicable to your participation in the Program, including for example, the requirement to make proper and appropriate disclosures in compliance with the Endorsement and Testimonial Guidelines published by the United States Federal Trade Commission (“FTC Guidelines”). In addition to other measures that you take to comply with such guidelines, you must clearly and

conspicuously state the following (or something very similar considering space and format available) as part of the messaging that contains a reference or link to Shoe Snobb: [INSERT YOUR NAME] is a participant in the Shoe Snobb Affiliate Marketing Program, an affiliate advertising and marketing program that pays advertising fees to sites that advertise and link to [INSERT APPLICABLE SHOE SNOBB DOMAIN NAME].

MISUSE OF THE SHOE SNOBB BRAND, PARTICIPATING IN PROHIBITED ACTIVITY AND/OR FAILURE TO COMPLY WITH THE SHOE SNOBB AFFILIATE PROGRAM AND THE TERMS AND CONDITIONS OF THIS AGREEMENT MAY RESULT IN A LOSS, REDUCTION AND/OR OFFSET OF REFERRAL FEES FROM SALES MADE THROUGH ANY AFFILIATE OR SUB-AFFILIATE THAT DOES NOT COMPLY WITH OUR PROGRAM TERMS OR TERMINATION OF YOUR PARTICIPATION IN THE SHOE SNOBB AFFILIATE PROGRAM.

Minimum eligibility requirements:

- 1) Must have a website or a minimum of 6K followers on one of the major social media platforms (e.g. Instagram, Facebook or Twitter).
- 2) Must be 18 years of age or older.
- 3) Must have a valid email and phone number.
- 4) Affiliate must have a Paypal account.

As an Affiliate, you may not make purchases under your Shoe Snobb Affiliate link at shoesnobb.com or any other Affiliate's link.

There is no waiting period for referral fee payouts. Referral fees will be paid out in accordance with our payment schedule, outlined in section six (6) of this document. However, additional Affiliate incentives will go into effect 90-days after the affiliate application has been approved and average monthly sales of \$450 has been achieved and maintained. Incentives will vary month to month. Incentives and Referrals fees are not one in the same.

1. Enrollment in the Program

1.1. Enrollment Process. To begin the enrollment process, you must submit a complete Affiliate application through the Network. We will evaluate your application and will notify you of your acceptance or rejection for participation in the Program. We may reject your application if we determine (in our sole discretion) that your site is, as further defined in this Section (i) unsuitable for the Program for any reason, (ii) involved in prohibited activities.

If your Application is not accepted, you may reapply to the Program at any time. If you are accepted into the Program, you will be able to participate in the Program subject to the terms and conditions of this Agreement as well as your agreement with the Network. Even if you are accepted to participate in the Program and your site is thereafter determined (in our sole discretion) to be unsuitable based on our criteria for the Program, we may terminate this Agreement and you may no longer link to our site. Our acceptance criteria are subject to change at any time without prior notice.

1.2. Unsuitable sites. A site may be found unsuitable if it falls under any of the following conditions. Conditions are, but are not limited to, sites that:

- contain or promote materials that are sexually explicit or that could be deemed obscene, pornographic or excessively violent;
- Promote violence or hate towards any persons or groups;
- Promote discrimination based on race, sex, age, religion, nationality, disability or sexual orientation;
- Promote illegal activities;
- Promote the sale or use of tobacco products, alcohol products or gambling;
- Violate any federal, state or local law (including privacy and “spam” laws);
- Contain material that, in our sole judgment, is defamatory,

fraudulent or harassing;

- Misrepresent themselves as a Shoe Snobb Web site by using the “look and feel” of or text from our site;
- Include “shoe snobb” or variations or misspellings thereof in their domain names;
- Otherwise violate intellectual property rights of Shoe Snobb or its affiliates;
- Infringe on Shoe Snobb’s or any third party’s intellectual property, publicity, privacy or other rights;
- Do not clearly state an online privacy policy to their visitors;
- Require a user name and password to access;
- Are non US-based sites or sites that primarily serve a non-US based audience;
- Are unable to direct a reasonable amount of traffic by way of sales volume, clicks and page views to our site;
- Excessively use pop-ups;
- Require downloads and/or knowingly download software to visitors’ computers;
- Link to or provide a portion of their commission or Affiliate benefits to sites or organizations that violate any or the above criteria;
- Are under construction;
- 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;
- 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; or
- Are otherwise considered, in Shoe Snobb’s sole judgment, offensive or inappropriate.

All domains used to post Shoe Snobb affiliate links must be listed in

your “approved affiliate” profile. You will provide us with information on how you are promoting Shoe Snobb at our request.

2. Qualifying Links

2.1. Links Usage. If you are accepted into the Program, we will make available to you Qualifying Links that, subject to the terms and conditions of this Agreement, you may display as often and in as many areas on your site as you desire.

2.2. Obtaining Links, Banners and Images. All Qualifying Links that you will use in the Program will be provided to you by Shoe Snobb Affiliates communication, or by other means selected by us. You also agree that you will display on your site only Content provided by us, and you will substitute such images with any new images provided by us from time to time throughout the term of this Agreement.

2.3. Link Tracking. The Qualifying Link contains site-specific Network tracking information that identifies your site as a member of the Program and will establish a link from your site to Shoe Snobb’s. Only valid Qualifying Links obtained through the Network (or via an approved process if hosted outside of the Network’s platform) will be tracked for purposes of determining Referral Fees that you may be eligible to receive on sales of Qualifying Products or Qualified Action(s) generated through your site.

2.4. Link Manipulation. Qualifying Links may not be manipulated in any way, including (a) redirecting links to hide or manipulate their original source; (b) Direct-linking, e.g. using your Qualifying Links as the destination URL in any paid advertisement.

2.5. Link and Offer Terms. The terms of an Offer (e.g. special instructions, exceptions, dates valid) will be posted on the Network’s site or otherwise communicated to you. In the event of any inconsistency between the communicated terms of the specific Offer and the terms of this Agreement, the terms of the Offer shall govern.

2.6. Misuse of Offer. Posting or releasing any information about how to work around the requirements of a coupon/promotion will result in immediate removal and termination from the Program.

2.7. Early Promotion. You may not post an Offer prior to the start dates indicated in the Offer terms without written consent by Shoe Snobb. Early Promotion without permission may result in immediate removal and termination from the Program.

2.8. Offer Discontinuation. At any time prior to you providing a Qualifying Link, we may with or without notice (a) change, suspend or discontinue any aspect of an Offer or (b) remove, alter, or modify any graphic or banner ad provided to you pursuant to an Offer. You agree to promptly implement any request from Shoe Snobb to remove, alter or modify any graphic or banner ad posted on your site.

3. Promotion Codes, Coupons and Special Offers

3.1. Promotion Code Source. You are only allowed to use Shoe Snobb promotion codes that are communicated specifically to you via the Network on behalf of Shoe Snobb. If you use Shoe Snobb promotion codes from other sources (e.g., Shoe Snobb e-mails or other partner or non-partner communications), we may recover any Referral Fee payments resulting from the use of those codes.

3.2. Offer Visibility. Coupons must be displayed in their entirety with the full offer, offer exclusions or disclaimer text, valid expiration date and code.

3.3. Special Offers. From time to time, we may post on the Network specific Offers that pay Affiliates a specified Referral Fee for the sale of Qualifying Products. These Offers may not be listed on the Affiliates Fees site and may run for a short period of time.

4. Requirements and Disclosures.

4.1. Affiliate Link Disclosures. In compliance with the FTC Guidelines,

you must clearly and conspicuously identify yourself as an Affiliate on all pages and social media forms where an Affiliate link occurs. You shall include a clear and conspicuous disclosure within any and all pages, blog/posts, or social media posts where affiliate links for our Affiliate Program are posted and where a reader or consumer may not understand that the link is a paid advertisement. You understand and agree that any messaging in contravention of the FTC Guidelines may result in your immediate termination and removal from the Program.

In addition, you must include a disclosure that complies with FTC Guidelines where (a) disclosures must be made as close as possible to the claims; (b) disclosures must be made on each page containing a sponsored link or reference to Shoe Snobb; a single statement on the site, or a separate page with your general disclosure statement is not an adequate disclosure; (c) disclosures should be placed above the fold; scrolling should not be necessary to find the disclosure; and (d) social media posts must include appropriate hashtags. FTC Guidelines, including hashtags and disclaimer requirements are subject to change over time and it's your responsibility to review and comply with current guidelines as policies may change over time.

Please review the FTC's "Dot Com Disclosures" Guidelines at: <http://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf> ; and the FTC's Endorsement Guidelines at <http://business.ftc.gov/advertising-and-marketing/endorsements>.

5. Order Processing, Tracking, and Reporting

5.1. Processing Responsibility. Shoe Snobb will process orders placed by customers who follow Qualified Links from your site to a Shoe Snobb Domain in accordance with applicable legal requirements. We will be responsible for all order processing and fulfillment.

5.2. Order Requirements. We reserve the right to reject customer's orders that do not comply with any reasonable requirements that we

periodically may establish, including but not limited to those in Shoe Snobb.com's terms and conditions, viewable under our Return Policy and/or Privacy Policy.

5.3. Order Tracking. We will track sales to customers who purchase products from our site to your site using Qualified Links that you will generate using the Network's technology. To permit accurate tracking, reporting and fee accrual, you must ensure that the links between your site and the Shoe Snobb Domain are properly formatted. Shoe Snobb will not be responsible for improperly formatted links regardless of whether you have made amendments to the code or not. Shoe Snobb is unable to track or provide credit for sales from customers that are referred to us with browsers that do not have their cookies setting enabled.

5.4. Reporting. Reports summarizing this sales activity will be available to you through the Network. The form, content and frequency of the reports are limited to those reports and capabilities available through the Network and may vary from time to time in our and/or the Network's reasonable discretion. Shoe Snobb is not responsible for any changes that the Network may make in reporting format or timing or in the types of reports available.

6. Referral Fees

6.1. Referral Fee Generation. You are only eligible to earn Referral Fees on sales of Qualifying Products or Qualifying Actions occurring during the term of this Agreement. You will earn Referral Fees based on the Net Price of Qualifying Products and/or on net new number of Qualified Actions, according to the current Insertion Order (published rates if no Insertion Order exists) established by us and communicated to you upon acceptance of the Agreement. For a Qualifying Product or Action(s) to generate a Referral Fee, the customer must (a) use a browser that has its cookies setting enabled; (b) follow a Qualifying Link.

The Referral Fee is 10% of sales generated by your affiliate link.

Affiliates are only awarded commissions for referring **new** customers (i.e. those making their first-ever purchase from Shoesnobb.com).

The fee structure is as follows:

Shoes	10%
Apparels	7%
Accessories	5%

6.2. Qualified Products and Actions. Some items, brands, products, categories, or actions may not be eligible for Referral Fees. Please refer to your Insertion Order for your specific rates and exclusions. Standard rates are published on affiliate.ShoeSnobb.com.

6.3. Site Re-Entering. We will pay a Referral Fee if the customer re-enters during the cookie window (7 days), UNLESS the customer re-enters through another Affiliate's Qualifying Link or from another marketing link (i.e. paid search, social, email, or other marketing).

6.4. Referral Fee Payment. Referrals are only considered for payment 18 days after the purchase date and are paid out the first day of the following month, following the 18-day waiting period (For example, three referrals makes purchases on 4/2/21. Payments are considered on 4/20/21 and is paid out on 5/1/21).

6.5. Returns. If a customer returns a Qualifying Product that generated a Referral Fee, we will deduct the corresponding Referral Fee from your monthly payment. Referral Fees earned through the date of termination will remain payable only if the related orders are not canceled or returned by a customer.

6.6. Reporting Interruptions. From time to time, the Network tracking for purposes of Referral Fees may be interrupted by site releases or other activity initiated by or on behalf of Shoe Snobb. If the reporting of Affiliate conversion data to our Networks is hindered due to such interruption, Shoe Snobb will use commercially reasonable efforts to provide to the Networks such missing or interrupted affiliate conversion data. If such data cannot be provided through Shoe Snobb's commercially reasonable efforts, referral fees for the interrupted time period will be calculated based on historical averages for similar time periods.

7. Reversals

7.1. Reselling. We have the right to cancel or withhold Referral Fees for any Qualified Orders or Actions we suspect to be made with intent to resell and/or produce sales or actions that are made through fraudulent or illegal means.

7.2. Cancellations. We reserve the right to reverse orders or Qualified Actions due to cancellations, duplicate tracking, returns, disputed charges, and Program violations as outlined in this Agreement.

7.3. Violations. If a violation of this Agreement occurs we reserve the right to reverse orders, set your Referral Fee Rate to 0% and/or suspend you from the program for the period or orders in question.

8. Term and Termination

8.1. Program Term. The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either party may terminate this Agreement at any time. In addition, Shoe Snobb may terminate this Agreement immediately if you materially breach or violate any terms or conditions of this Agreement, or if Shoe Snobb determines, in our sole discretion, that there are technical or operational issues (e.g. interruptions caused by or shifts in online/Internet technology) that adversely affect the implementation of the Program, or the orders/referrals were obtained fraudulently or through misrepresentation, in which case we reserve the right to withhold

payment of associated Referral Fees pending an investigation of the suspected fraud or misrepresentation. Termination of this Agreement shall also terminate any outstanding Offer. All rights to payment, causes of action and any provisions that by their terms are intended to survive termination, shall survive termination of this Agreement.

8.2. Offer Term. Either party may terminate an Offer at any time by deleting its acceptance of the Offer through the Network. Termination of a specific Offer shall not be deemed to terminate any other Offers.

8.3. Termination Requirements. Upon termination of this Agreement, you will immediately cease use of, and remove from your site, all affiliate links to the Shoe Snobb Domain and all Shoe Snobb-related Content. You agree to return to Shoe Snobb any and all documents or other media embodying Shoe Snobb's image, marks, or other intellectual property, and you agree that you will not (a) use the Shoe Snobb name, or any variation thereof, in any manner not expressly authorized by us; (b) create, publish or distribute any materials, written or verbal, that make reference to Shoe Snobb or any individual within Shoe Snobb, without first submitting such material to us and receiving our prior written consent, which we may withhold in our sole discretion; and (c) use the Shoe Snobb name to disparage Shoe Snobb, its products or services, or in a manner that, in our sole judgment, may diminish or otherwise damage the goodwill in our name, Licensed Materials and/or our products and services.

9. Confidentiality

Except as otherwise provided in this Agreement or with our prior written consent, you agree that all information related to this Agreement and/or to your participation in the Program, including, without limitation, the terms of this Agreement, our business and financial information, our customer lists, and our pricing and sales information, shall remain strictly confidential and shall not be utilized, directly or indirectly, by you for your own business purposes or for

any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than you or your affiliates. Notwithstanding the foregoing, you may deliver a copy of any such information (a) pursuant to a subpoena issued by any court or administrative agency, (b) to your accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation or legal process, provided that, in cases involving (a) and (c), you give prior written notice to Target and allow Target to intercede on our own behalf to the extent that Target seeks to limit the disclosure.