

WW International, Inc. Terms & Conditions

Updated 7/25/2022

WW International, Inc., (hereinafter “WW”) 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 in herein: (i) “We”, “us”, or “our” refers to WW 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 Affiliates behalf; (iii) “our website” refers to the WW properties located at <https://www.weightwatchers.com/> (iv) “your website” refers to any websites that you will link to our website; (v) “Program” refers to the WW Affiliate Program.

ENROLLMENT

After receiving your application, we will review your website and notify you of your acceptance or rejection into our Program. Please allow up to 72 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.

WEBSITE RESTRICTIONS

Your participating website(s) may not:

1. Infringe on our or any 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 WW 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 WW however much this costs WW as determined by WW.

LINKING TO OUR WEBSITE

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

1. You will only use linking code obtained from the Affiliate interface 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

If you are enrolled in our Program and 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, MSN, Yahoo, 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., WW Coupons, WW promo code, WW review).
4. Use of WW’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 direct link to our website from any Pay Per Click ad or use redirects that yield the same result. Affiliate links must be directed to an actual page on your website.

6. You may not bid in any manner appearing higher than WW, or outrank WW, for any search term in position 1-5 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, in addition to withholding any commission due to you.**

PERMITTED & RESTRICTED MARKETING CHANNELS

Permitted Marketing Channels include Content, Blog, Whitelisting Campaigns, Display, Mobile, Newsletter, Social, Networks, Email, Deal/Coupon and Loyalty (also with approval first and scrutiny for qualified traffic). For any other types of marketing channels, email WW for approval.

Restricted Marketing Channels include Toolbars, Trademark Bidding, 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 WW trial or click to the WW 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 WW.

DEAL/COUPON & LOYALTY GUIDELINES

Deal/Coupon and Loyalty sites are allowed upon written approval from WW. If written approval is granted, 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 non-affiliate 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 WW 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 WW however much this costs WW as solely determined by WW.

EMAIL MARKETING GUIDELINES

WW 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 to the following when executing email campaigns with WW:

1. Mail frequency limits: do NOT email to 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/business-guidance/resources/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 WW through a sub-affiliate network is allowed upon written approval from WW. If you obtain written approval, 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 WW 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 sub-publishers, syndicating our ads through other networks, and through any paid placements such as a pay-per-click campaigns. Sub-affiliate networks must also receive approval from WW prior to allowing any type of deal, coupon or loyalty sub-affiliate to promote the WW 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.

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 e-mail 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 e-mail is being sent on behalf of WW.
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, Twitter, and other social media platforms is allowed upon written approval from WW and under the following general guidelines:

1. You ARE ALLOWED to promote WW to your own lists; more specifically, you are welcome to use your Affiliate links on your own Facebook, Twitter, etc. pages.
2. You ARE PROHIBITED from posting your Affiliate links on WW's Facebook, Twitter, Pinterest, etc. company pages in an attempt to turn those links into Affiliate sales.
3. You ARE PROHIBITED from running Facebook ads with WW's trademarked company name unless you submit for pre-approval and are granted written permission.
4. You ARE PROHIBITED from creating a social media account that includes WW'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 if you are conducting business in or taking orders from persons in one or more of the European Union countries.

REVERSAL & COMMUNICATION POLICY

WW takes pride in its very low reversal rate, which we attribute to open communication with our affiliates. However, we reserve the right to reverse orders/leads due to actions associated with a declined credit card charge, duplicate tracking, disputed charges, program violations, and any activity we deem as fraudulent or taking advantage of our payout model as outlined in these terms and conditions. Additionally, if we ask you for clarification or more information on any orders 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:

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 <http://www.ftc.gov/os/2013/03/130312dotcomdisclosures.pdf> (example 21) and the FTC's Endorsement Guidelines at <https://www.ftc.gov/news-events/topics/truth-advertising/advertisement-endorsements>.

If you engage in so called “native advertising”, you further agree to comply with the FTC’s Enforcement Policy Statement on Deceptively Formatted Advertisements at https://www.ftc.gov/system/files/documents/public_statements/896923/151222deceptiveenforcement.pdf and the related guidelines.

LEGAL PROVISIONS

INDEMNIFICATION

Affiliate will defend, indemnify and hold Company 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:

(i) any action by a third party against WW 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 WW’s use thereof, infringe, misappropriate or violate such third party’s Intellectual Property Rights; and

(ii) any action by a third party against WW that is based on any act or omission of Affiliate or any Affiliate Personnel and that results in: (i) personal injury (or death) or tangible or intangible property damage (including loss of use); or (ii) the violation of any statute, ordinance or regulation.

LIMITATION OF LIABILITY

IN NO EVENT SHALL WW BE LIABLE TO AFFILIATE OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER WW WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL WW'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY WW TO AFFILIATE UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY.

GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION

This Agreement shall be governed by the laws of the State of New York, without regard to the conflicts of law provisions of any jurisdiction. The Parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in New York City, NY.

ASSIGNMENT

Affiliate may not assign or transfer any of Affiliate's rights or delegate any of Affiliate's obligations under this Agreement, in whole or in part, without WW's express prior written consent. Any attempted assignment, transfer or delegation, without such consent, will be void. Notwithstanding the foregoing, this Agreement will be binding upon Affiliate's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the WW, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, Affiliate may not sell, assign or delegate any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, WW may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of WW's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, change of control or otherwise.

ARBITRATION

Any controversy or claim arising out of this Agreement will be settled by final and binding arbitration. The arbitration will take place in New York County or, at your option, the County in which you primarily worked when the arbitrable dispute or claim first arose. The arbitration will be administered by the American Arbitration Association. Any award or finding will be confidential. You and WW agree to provide one another with reasonable access to documents and witnesses in connection with the resolution of the dispute. You and WW will share the costs of arbitration equally, except that WW will bear the cost of the arbitrator's fee and any other type of expense or cost that you would not be required to bear if you were to bring the dispute or claim in court. Each party will be responsible for its own attorneys' fees, and the arbitrator may not award attorneys' fees unless a statute or contract at issue specifically authorizes such an award. Injunctive relief and other provisional remedies will be available in accordance with applicable law.