



Lulus Affiliate Agreement

This Lulu's Fashion Lounge, LLC ("Lulus") Affiliate Agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Lulus Affiliate Program, which is operated through the Impact Network. This Agreement is made and entered into by Lulu's Fashion Lounge, LLC, a Delaware Limited Liability Company, and you, the applicant. As used in this Agreement, "we" means Lulus, and "you" means the applicant. "Site" means a World Wide Web site and, depending on the context, refers either to (a) the Lulus site located at the URL Lulus.com or such other site as Lulus might designate, or (b) the site that you will link to our Site and which you have identified in your Program application.

ENROLLMENT IN THE PROGRAM

To begin the enrollment process, you need to submit a complete Program application at the Impact Site located at <http://app.impact.com/campaign-campaign-info-v2/Lulus-Fashion-Lounge-LLC.brand>. We will evaluate your application and will notify you through the Impact Site of your acceptance or rejection. Employees of Lulus and its affiliated or related entities are not eligible to enroll or participate in the Program. You are not eligible to enroll or participate in the Program if your Site offers rewards, points, miles, cash back or other similar incentives to customers or offers discounted Lulus gift cards. We may reject your application for any reason, including, but not limited to our determination, in our sole discretion, that your Site is unsuitable for the Program. Unsuitable Sites include, but are not limited to, those that: (a) contain or link to nudity or pornography or promote sexually explicit materials; (b) promote violence; (c) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (d) promote illegal activities; (e) infringe our intellectual property rights or those of any third party or otherwise violate the rights of any third party; (f) contain, in our sole judgment, material that is defamatory, fraudulent, or harassing to us or any third party; (g) promote the use of any pyramid or similar schemes; (h) contain software downloads that potentially enable diversions of commissions from other sites, (i) include "Lulus", "Lulu's Fashion Lounge, LLC", "lulus.com" or "Lulus.com," or variations or misspellings thereof, in their domain names; (j) have a clear stated mission that is in part to support religious or politically active causes, as represented on the homepage or one of the key landing pages; or (k) distribute content to third parties. If a Site distributes content to third parties and is willing to give Lulus a list, for approval, of all sites, which currently feature the content, and written notice upon acceptance of any new distribution partnerships, Site may be accepted into the Program. As an internet marketer you should be familiar with the Federal Trade Commission's ("FTC") disclosure requirements. We require that all affiliates follow FTC rules regarding online advertising, affiliate/influencer marketing and related disclosure requirements. Relevant FTC guidelines can be found here:

- <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>
- <https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>
- https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf

AGREEMENTS FOLLOWING ACCEPTANCE

The following terms and conditions will be effective if and only if Lulus accepts your application. By applying to be a Lulus Affiliate, you agree to be bound and abide by such terms and conditions.

1. Links on Your Site. To permit accurate tracking, reporting and referral fee accrual, we will authorize Impact to give you access on the Impact Site to special "tagged" link formats ("Special Links") to be used in all links between your Site and our Site. You must ensure that each of the links between your Site and our Site properly uses such special link formats. We will not be liable to you with respect to any failure by you to use

Special Links, including to the extent that such failure may result in any reduction of amounts that would otherwise be paid to you pursuant to this Agreement.

Each Special Link, as viewed by a customer, will be in the form of a Lulus logo, text link or product provided by us. The Lulus logo for each Special Link will be served by Impact servers, which can only be accessed by using the special "tagged" link formats. You agree only to use the Lulus logos and images provided by us via the Impact Site, and you further agree not to obtain or use Lulus logos or images from any other source. Your Site's title and other trademarks and linking logos must appear at least as prominently as the Lulus logo that is used to create the Special Link.

2. Order Processing. We will process product orders placed by customers who follow Special Links from your Site to our Site. We reserve the right to reject orders that do not comply with any and all requirements that we periodically may establish. We will be responsible for all aspects of order processing and fulfillment. Among other things, we will prepare order forms, process payments, cancellations, and returns, and handle customer service. Impact will track sales made to customers who purchase products using Special Links from your Site to our Site and will be solely responsible for making available to you reports summarizing this sales activity through the Impact Network. The form, content and frequency of the reports may vary from time to time at our discretion. You hereby agree not to disclose the information contained in these reports to any third party without prior written consent from Lulus.

3. Employees. Employees of Lulus and its affiliated or related entities may not participate in the Program. If you become an employee of Lulus or one of its affiliated or related entities, then this Agreement will automatically terminate, and you will be removed from the Program. You must immediately remove any links, Lulus Marks, and other Lulus intellectual property or brand features from your Site. You will only be entitled to receive referral fees that were earned prior to the commencement date of your employment. Upon termination of your employment with Lulus or one of its affiliated or related entities, you may apply to re-enroll in the Program.

4. Referral Fees. We will pay you referral fees on certain product sales to customers as provided in Section 1. For a product sale to be eligible to earn a referral fee, the customer must follow a Special Link from your Site to our Site, select and purchase the product using our online ordering system, accept delivery of the product at the shipping destination, remit full payment to us, and not return the product within forty (40) days of purchase ("Qualifying Purchase"). We will not, however, pay referral or other fees on any products that are subsequently purchased after the customer has reentered the Lulus.com Site other than through a Special Link from your Site, even if the customer previously followed a Special Link from your Site to the Lulus.com Site. Purchases of Lulus Gift Cards are not eligible to earn referral fees.

You may not purchase products during sessions initiated through the Special Links on your Site for your own use, resale, or commercial use of any kind. This includes orders for customers or on behalf of customers or orders for products to be used by you or your friends, relatives or associates in any manner. Such purchases may result, in our sole discretion, in the withholding of referral fees or the termination of this Agreement.

5. Referral Fee Schedule. You agree and acknowledge that the referral fees you earn pursuant to Section 3 will be in amounts established by us and included in the Lulus Contract Terms in the Lulus affiliate application, together with the application materials. The Referral Fee Schedule is incorporated into this Agreement by reference. We reserve the right to modify the Referral Fee Schedule at any time in our sole discretion upon prior notice to you. Referral fees shall be limited to a maximum of 10% per item sale amount unless otherwise provided in the Referral Fee Schedule.

The referral fees shall be calculated as a percentage of "qualifying revenues," which are revenues derived by us from Qualifying Purchases, excluding revenues derived from and costs associated with shipping, handling, gift-wrapping, taxes, service charges, credit card processing fees, bad debt and promotional discounts as advertised.

6. Referral Fee Payment. We will pay referral fees on a monthly basis. Approximately 45 days following the end of each calendar month, Impact will send you a check for the referral fees earned on net sales of products that were shipped during that month, less any taxes that we are required by law to withhold. However, if the referral fees payable to you for any calendar month are less than \$25, we will hold those referral fees until the total amount due is at least \$25 or until this Agreement is terminated. If a product that generated a referral fee is returned by the customer, we will deduct the corresponding referral fee from your

next monthly payment. If there is no subsequent payment, we will send you a bill for the returned product referral fee.

7. Policies and Pricing. Customers who buy products through this Program will be deemed to be our customers. Accordingly, all Lulus rules, policies and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for products sold under this Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

8. Lulus Marks. The trademarks, trade names, designs and logos made available to you through the Impact Site, that are used or owned by Lulus or their wholly owned subsidiaries ("Lulus Marks") are proprietary marks of Lulus. Subject to the terms and conditions of this Agreement, Lulus grants you a limited non-exclusive, nontransferable, revocable license to use the Lulus Marks during the term of this Agreement, solely for the purpose of providing Affiliate services. You will not (a) modify the Lulus Marks, or (b) cause any act or thing that would impair our rights in the Lulus Marks or damage the reputation for quality inherent in the Lulus Marks. Further, you acknowledge (a) your use of Lulus Marks does not convey to you any right, title or interest in or to the Lulus Marks; (b) Lulus ownership of the Lulus Marks, (c) you may not contest the Lulus Marks, register or attempt to register in any jurisdiction any Lulus Mark or any confusingly similar mark or trade name; (d) you agree to identify the Lulus Marks by including appropriate symbols and notices reasonably requested by us; (e) you may not obtain or use the Lulus Marks except as provided in Section 1; and (f) your use of the Lulus Marks, including all goodwill associated with such use, shall inure solely to Lulus.

9. Customer and Sales Information. We will own all right, title and interest (including all intellectual property rights) in and to all information that is created or collected in connection with this Agreement, including, without limitation, (a) any contact information collected from any customer who enters the Lulus.com Site from a link from your Site ("Affiliate Customers") and (b) any information regarding click-through rates or product purchases by Affiliate Customers ("Sales Information"). Subject to the terms and conditions of this Agreement, Lulus grants you a limited worldwide, non-exclusive royalty-free license to use the Sales Information to the extent necessary to fulfill your obligations under this Agreement or for your internal research purposes. You agree not to disclose any Sales Information or Affiliate Customer contact information to any third party without Lulus prior written approval. You agree not to send Affiliate Customers email communications promoting your Site as an affiliate of Lulus or otherwise unless granted previous approval by Lulus. You agree to maintain and adhere to Your privacy policy, as posted and updated on your site.

10. Responsibility for Your Site. You are solely responsible for the development, operation and maintenance of your Site and for all materials that appear on your Site, including, but not limited to (a) the Special Links; (b) ensuring all banners, text links, individual product links and search box ads (hereinafter the "Creatives") are up to date with what is offered in the Lulus Create Links page of Impact; (c) ensuring all Creatives work effectively and link directly to Lulus.com, unless your Site requires otherwise; (d) the accuracy and appropriateness of materials posted on your Site (including but not limited to all product-related materials), (e) ensuring that materials posted on your Site do not violate or infringe upon the rights of any third party (including, but not limited to, copyrights, trademarks, privacy or other personal or proprietary rights); (f) ensuring that materials posted on your Site are not libelous or unlawful, or do not violate any provision of this Agreement, and (g) compliance with all applicable national, state, regional and local laws and regulations.

We disclaim all liability for the matters stated in this Section 11. Further, you will indemnify and hold us harmless from all claims, damages and expenses (including, without limitation, attorneys' fees) relating to the content development, operation, maintenance and contents of your Site or any breach of your obligations under this Agreement.

11. You may only publish Lulus.com coupons/promo codes that are provided through the affiliate program or authorized by Lulus for use by affiliates, or displayed on our website. Publishing coupon codes obtained from customer e-mails, social media, print media, or any other publication by Lulus other than those codes that are displayed on our website is strictly prohibited. Lulus strongly discourages you from the use of "coupon" terminology when promoting Lulus.com; as an alternative, the use of "event" or "sale" is highly recommended.

Any transactions using coupon codes that we have not authorized by use for affiliates or published on our website will receive a commission of zero. In addition, any affiliate that publishes a prohibited coupon code will be notified of the violation and will forfeit all future commissions until a Lulus team member has determined that the site is no longer publishing the prohibited coupon code.

12. You may not use the Lulus.com or the Lulus name, or any variation thereof, in any manner not expressly authorized by this Agreement. In particular, you may NOT purchase domain names that have Lulus variations or misspellings in them which are solely intended to direct traffic away from the Lulus.com; you may NOT create sub-affiliate accounts under the original approved affiliate account, unless each such sub-account is approved and review by Lulus; you may NOT promote Lulus.com in emails/newsletters without prior written approval of the placement; you may NOT use Lulus' name, or any variation thereof, in subject lines of emails/newsletters; you may NOT use Lulus' name, or any variation thereof, in hidden text or source code; you may NOT use Lulus' name, or any variation thereof, in your domain or sub-domain; you may NOT engineer your site in such a manner that pulls Internet traffic away from Lulus.com; you may NOT engineer your site in such a manner that would be considered "keyword stuffing," such as using terms in hidden or live text that is meant to attract search engine spiders in order to determine higher relevancy to Lulus.com; you may NOT purchase any keywords on search sites related to Lulus or any variation thereof. You may not launch the Lulus.com site directly from search engine listings or from your site unless the visitor clicks through a Lulus banner, logo or product. Lulus may, in its sole discretion, suspend Your account and/or withhold referral fees if, in its sole judgment, it determines You are in violation of any of the prohibitions or conditions contained herein. In addition to the Termination provisions set forth below, violation of the foregoing prohibitions may result in the immediate termination of this Agreement.

13. You may NOT utilize in connection with your Site or the promotion of our Site: (a) any framing technology that frames Lulus.com; (b) any software that gathers information through the customer's Internet connection without his or her knowledge; (c) any software or action that violates any applicable federal, state or local laws, including without limitation, laws which prohibit a person or company from (i) installing spyware on another person's computer, (ii) causing spyware to be installed on another person's computer, or (iii) using a context based triggering mechanism to display an advertisement that partially or wholly covers or obscures paid advertising or other content on an Internet website in a way that interferes with a user's ability to view the Internet website, or (d) browser-embedded contextual targeting applications or other applications which serve "Advertising" on Lulus' competitors Sites or on any other Site other than your Site. "Advertising" means (i) pop-up ads and pop-unders, (ii) in-browser ads, and (iii) highlighting of Site content and redirecting to Sites with similar content, regardless of whether any such Advertising is served directly by you or is provided or purchased from a third-party purchaser; (e) any "opt-out downloads". An "opt-out download" is any software, program, script, tool or element that would automatically download to a user's computer or that would become operative when the user accesses the Internet unless the user takes affirmative action to prevent the download.

14. Term of the Agreement; Termination. The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either of us. Either you or Lulus may terminate this Agreement at any time and for any reason, with or without cause, by giving the other party written or electronic notice of termination. If you don't generate at least 50 click-throughs or at least one sale per month through affiliate links, you may be removed from the program. You are only eligible to earn referral fees on sales occurring during the term of this Agreement, and fees earned through the date of termination will remain payable only if the related orders are not canceled or returned. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid. Upon termination of this Agreement, (a) all licenses hereunder shall terminate, (b) you will immediately remove any links, Lulus Marks, and other Lulus intellectual property or brand features from your Site, (c) Lulus shall immediately remove any of your logos, marks, and brand features from the Lulus.com site, and (d) Sections 7 through 26 will survive such termination. Lulus may withhold referral fees at termination if Lulus, in its sole discretion, believes explicit provisions of this Agreement have been breached and such referral fees were earned in violation of this Agreement. In addition to the right to terminate this Agreement, Lulus shall be entitled, in addition to any and all remedies of law, to seek damages for breach of this agreement, including, injunctive relief, punitive damages, and/or refund of the fees and other payments made pursuant to the terms of this agreement.

15. Modification. We reserve the right to change or modify the terms and conditions contained in this Agreement, at any time and in our sole discretion. Any changes or modifications will be effective upon posting of the revisions and notice of such changes to the Site. Lulus may deliver notice by any of the following methods: (a) by posting a change notice or a new agreement on the Impact Site; (b) changing the date of this Agreement on the Impact Site; or (c) by giving you notice of the change or modification through the Impact Network. Modifications may include, for example, changes in the scope of available referral fees,

referral fee schedules, payment procedures, and Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

16. Relationship of Parties. Both of us are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your Site or otherwise, that reasonably would contradict anything in this Section.

17. Limitation of Liability. We will not be liable for indirect, special or consequential damages arising in connection with this Agreement, the Program or Impact, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total referral fees paid or payable to you under this Agreement. All claims made hereunder by you against us shall be made within 120 days of the act or omission, which forms the basis of such claims.

18. Disclaimers. We make no express or implied warranties or representations with respect to Impact, the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, noninfringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our Site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors or termination of any services, products or this Agreement.

19. Independent Investigation. You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that we may at any time solicit customer referrals on terms that may differ from those contained in this Agreement or operate web sites that are similar to or compete with your web site.

20. Assignment and Successors. 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 be enforceable against, the parties and their respective successors and assigns.

21. Scope of Agreement. This Agreement and the Referral Fee Schedule constitutes the entire agreement and understanding between us with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous written or oral agreements or representations between us.

22. Injunctive Relief. You expressly agree that your violation of Sections 1, 6, 7, 9 or 10 will cause irreparable harm to Lulus and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Lulus will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

23. Attorneys' Fees. In the event any action is commenced to construe or enforce any provision of this Agreement, the prevailing party, in addition to all other amounts such party shall be entitled to receive from the other party, shall be entitled to receive its reasonable attorneys' fees and costs incurred in bringing such action.

24. Notices. Any notices required or permitted by this Agreement shall be delivered to the other party through the Impact Network. Notice shall be deemed given one business day after such notice was sent via the Impact Network by the sending party.

25. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by the laws of the United States and the State of California, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought only in the federal or state courts located in California, and you irrevocably consent to the jurisdiction of such courts.

26. Waiver. 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. The failure of either party to enforce any right or remedy shall not be deemed a waiver of said right or remedy.

27. Publicity. We do not permit you to utilize media releases of any kind to publicize your business relationship with Us. You shall not use any Lulus Mark, trademark, service mark, logo or any other information which identifies Lulus in Agency's sales, marketing and publicity activities and/or materials, including, but not limited to interviews with representatives of any written publication, television station or network, or radio station or network, and publication in any Internet Web site, digital media, print, video or audio media.

28. Impact Required Provisions. You agree to indemnify, defend and hold harmless Impact and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any other matter related to this Agreement or any related dispute. In the event of any dispute between the parties, the parties agree that to the extent the parties contact and involve Impact, Impact may consult with and use counsel of its own choice in connection with such dispute.

You acknowledge and agree that the nature of the Program is such that in its normal operation it may access and download elements of software data from resources that are external to the computer or device running the Program, such as Program. You also acknowledge that Impact has not undertaken to provide such external resources or servers and specifically disclaims any representation or warranty as the availability, quality or performance of such resources or whether they may contain any defects which may affect the performance of the Program. Impact shall not be responsible for provision of any communications facilities or the costs associated with such communications.