

Affiliates Policy

Etsy's Affiliates Program offers eligible affiliates, including blogs and other third party websites ("Affiliates"), the opportunity to earn commissions on qualifying sales that originate from links to Etsy's websites on an Affiliate's site. This Affiliates Policy explains your rights and responsibilities when participating in Etsy's Affiliates Program.

Etsy's Affiliates Program offers eligible entities or individuals (collectively, "Affiliates" each an "Affiliate"), the opportunity to earn commissions on qualifying sales that originate from links to Etsy's websites ("Affiliate Links") on an Affiliate's Authorized Channel. This policy explains your rights and responsibilities when participating in Etsy's Affiliates Program. "Authorized Channels" means your owned and operated social media pages, websites, blogs, emails, and such other communications, media and channels that have been accepted and approved by Etsy for participation in the Affiliate's Program.

This policy contains the terms and conditions that apply to Affiliate's participation in the Etsy Affiliates Program (the "Affiliates Program"), which is operated through the Awin Affiliate Network ("Awin Network"). Affiliates are also subject to the Awin Network Terms.

These terms are a contract between you and Etsy (if you live in North America or South America, the contract is between you and Etsy, Inc.; if you live elsewhere, the contract is between you and Etsy Ireland UC, a subsidiary of Etsy, Inc.; but we'll just refer to Etsy, Inc. and all of its subsidiaries collectively as "Etsy").

By applying and participating in Etsy's Affiliates Program, you're agreeing to be bound by these terms (the "Affiliates Policy"). You also agree to abide by our Terms of Use (including important Arbitration provisions in Section 11 as noted below) and Trademark Policy, and acknowledge that you have read and understood our Privacy Policy, all of which are incorporated by reference into this Affiliates Policy. You also acknowledge and agree that Etsy may use the Affiliate Program, including your Affiliate Links, as part of Etsy's Offsite Ads program.

Please note that Section 11 of Etsy's Terms of Use, entitled, *Disputes with Etsy*, contains an arbitration clause and class action waiver. By agreeing to the Terms, to the extent permitted in your jurisdiction, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and that you waive your right to participate in class actions, class arbitrations, or representative actions.

1. Eligibility and Enrollment in Etsy's Affiliates Program

Prospective Affiliates must apply to be a party of the Affiliates Program based on their country of residence and be approved by Etsy, in its sole discretion, in order to gain access to the Affiliates Program. Sales from applicable Affiliate Links will track regardless of where in the world the sale took place. Prospective Affiliates are evaluated based on criteria such as type of site, site quality, site content, variety of site content and items promoted, brand identity, and alignment with Etsy's values. During the application process, prospective Affiliates may be asked to share additional information about any of the listed criteria.

Etsy sellers are eligible for the Affiliates Program but are not eligible to earn commission on sales from their own shops or from closely-related shops without the prior express written approval of Etsy. Closely related shops are shops in which an Etsy seller has a financial interest or a material personal, technical, financial or business connection with the seller's own shop.

To be eligible for our Affiliates Program, you must:

- Be at least 18 years of age, or the age of majority in your country (if over 18);
- Have a website with a URL – all unique sites and URLs must be approved separately by Etsy;
- Have an appropriate amount and type of content on your site, as determined by Etsy, in its sole discretion;
- Declare the names of any Etsy shops you own or are closely related to (if applicable) to Etsy's Affiliate team via email upon application;
- Inform Etsy's Affiliate team via email of any Etsy shops you register or become involved in after becoming an approved Affiliate.

The following types of websites are prohibited from participating in the Affiliates Program without express separate prior written permission from Etsy:

- "Cash-back" or voucher sites (websites that offer rewards for buying goods through referral links);
- Price comparison sites;
- Sites that utilize iFrame or similar code for embedding media;
- Sites that serve as part of advertising networks or ad platforms (online networks that sell or place advertisements);

- Sites using “pop-ups” or “pop-unders” (websites that launch “pop-up” or hidden windows on users’ browsers);
- Sites that perform “dropshipping” or similar delivery services;
- Social sharing sites, forums, social media pages, and registries (excluding Instagram (must have a minimum of 10,000 followers), and YouTube, or as otherwise approved by Etsy in writing);
- Sites that exist solely or predominately to promote Etsy items;
- Sites that promote unlicensed items with registered trademarks or other intellectual property owned by third parties;
- Sites that are password-protected or otherwise require credentials to see content;
- Sites that promote or encourage users to post third party or user-generated content;
- Sites with content related to sexual, religious, political or other sensitive matters, or otherwise have content that violates Etsy's Prohibited Items Policy, Anti-Discrimination and Hate Speech Policy, or are otherwise inconsistent with Etsy's brand.

Prospective Affiliates must apply directly through the Affiliates Program platform, operated by the Awin Network. You must provide and maintain complete and accurate information about you (including your payment and tax information) during your participation in the Affiliates Program. Etsy and Awin have the right to confirm or verify the truth and accuracy of your registration and account information at any time. You are responsible for all activity related to your account on the Awin Network and in the Affiliates Program once you are approved, and must provide Etsy and Awin with prompt notice of any known or suspected unauthorized use of your account or breach of the security of your account. If you are an Affiliate who is also an Etsy seller, signing up to the Affiliates Program via a sub-network is not permitted.

Etsy reserves the right to remove Affiliates from the Affiliates Program and refuse service, for any reason, at any time. Participation in the Affiliates Program may be limited to Affiliates located in certain countries and is void where prohibited by law. Etsy reserves the right to approve or reject any application to join the Affiliates Program for any reason.

2. Commission Rates, Qualifying Sales and Payment

As an Affiliate, you are eligible to receive commissions for qualifying sales through Authorized Channels (see below). Commission rates are determined on a case-by-case basis and may vary

based on a variety of factors, such as type of site and content. For current commission rates, click [here](#).

Your Affiliate application through the Affiliates Program platform must specify the channels on which you wish to place Affiliate Links. If after you are approved as an Affiliate you wish to use additional channels that have not been approved, you must obtain Etsy's approval before using such channels. Etsy will not approve telemarketing/text message/SMS marketing as an Authorized Channel. Etsy may, in its sole discretion, disqualify an Authorized Channel if it determines that it no longer complies with the requirements of this Affiliate Policy or is otherwise no longer appropriate for Affiliate Links.

Qualifying sales are sales made on <https://www.etsy.com> (the "Etsy Site") by users that arrived on the Etsy Site by clicking an Affiliate Link on an Authorized Channel and pay by credit or debit card, or any of the methods set forth in the Etsy Payments Policy. Affiliate Links, including URLs and banners or other creative assets (collectively, the "Creative Assets"), can be found on the Affiliates Program platform. To receive a commission, Affiliates must (a) use only the Creative Assets and Affiliate Links provided by Etsy, (b) only use the Creative Assets on an Authorized Channel, and (c) not alter any of the text links or Creative Assets made available through the Affiliates Program platform. Affiliates are also requested not to hardcode Affiliate Links into their sites, so that any updates to Creative Assets take immediate effect.

The Affiliates Program platform uses browser cookies to verify qualifying sales. The cookies (i) on the Etsy website are valid for thirty (30) days and (ii) on the Etsy application (the "App") are valid for seven (7) days (collectively, the "Cookie Period"). Commissions are paid on qualifying sales made during the Cookie Period that originated on an Authorized Channel. This means that an Affiliate can receive a commission for a qualifying sale if the sale was made within thirty (30) days, or seven (7) days in the case of a sale made via the App, of the user clicking the Affiliate Link in an Authorized Channel, as long as the Affiliate was the last referrer. If a user clicks multiple Affiliate Links, the last Affiliate Link to be clicked prior to a qualifying sale will receive the commission. If the user's last click prior to making the purchase was a paid channel, such as, for example, via Google PPC or if a paid click goes directly to an affiliate link, the purchase will not be a qualifying sale and an Affiliate will not receive a commission.

Commissions are calculated by multiplying the relevant commission rate and the price of the qualifying sales (excluding shipping costs and taxes). Commissions are not paid on sales that are canceled, refunded, returned, or on any transaction that results in a chargeback. Commissions are subject to review and other limitations for fraudulent activity. Etsy reserves the right to withhold commissions for any legitimate reason. You are solely responsible for any taxes that may be due in connection with your participation in Etsy's Affiliates Program.

At any time, Etsy may with or without notice change, suspend or discontinue an Affiliate Link or remove, alter, or modify any graphic or banner ad submitted by Etsy through the Affiliates Program platform. Affiliate agrees to promptly implement any request from Etsy to remove, alter or modify any Affiliate Link, graphic, or banner ad submitted by Etsy through the Affiliates Program platform.

3. Program Restrictions

Affiliates that violate any of the following program restrictions may be suspended or removed from the Affiliates Program and may not receive commissions, in Etsy's sole discretion:

Social Media and Sharing

Affiliates may only post Affiliate Links on Authorized Channels they operate in line with their website URL, such as Instagram, Facebook, or Twitter. Affiliate Links are prohibited on some social sharing sites, such as Pinterest and Tumblr. When posting content, it is the Affiliate's responsibility to follow and abide by each Social Media platform's terms and conditions, including any policies on affiliate links. Affiliates may share Affiliate Links with its email subscribers. In addition, Affiliates may only use the Creative Assets and Affiliate Links provided by Etsy and only in the Authorized Channels which do not include closed or private group pages.

Use of Voucher Codes

Affiliates may only promote approved Etsy voucher codes that link directly to the applicable Etsy shop and are provided through the Affiliates Program platform. Any expiration dates should be clearly and prominently displayed next to the voucher codes, and codes should be removed or explicitly marked as expired on or just prior to the expiration dates. Affiliates displaying expired codes without marking them as being expired may be suspended from the Affiliates Program.

Paid Search

In connection with the Affiliates Program, you agree that you will not bid on any keywords containing Etsy trademarks for internet search advertising, search engine optimization, or for any other purpose. Affiliates may not purchase domain names that have variations from Etsy's domain or misspellings in them which are solely intended to direct traffic away from the Etsy Site, or purchase any domains containing Etsy Trademarks, including variations or misspellings.

Affiliates must comply with the following conditions, including in connection with any advertising on any ad platform (e.g. search engines, content networks, and social networking sites):

- Affiliates are not permitted to bid or appear on searches, including extended or hybrid searches, that include the term (including misspellings or variations) “Etsy”
- Affiliates are not permitted to use Etsy’s trademarks in any paid search activity, including ad text, copy or display URLs;
- Affiliates are not permitted to direct link PPC activity to Etsy.com; this includes using Etsy.com as a display URL;
- Affiliates are not permitted to send traffic through automatic redirects on a website page;
- Affiliates are not permitted to use the Etsy name (including misspellings and variations) as a sub-domain or sub-folder;
- Affiliates are not permitted to create sub-affiliate accounts under the original approved affiliate account;
- Affiliates are not permitted to use Etsy trademarks, or any variation thereof, in hidden text or source code, including within its site’s domain or sub-domain;
- Affiliates are not permitted to use Etsy's brand in a manner that suggests an affiliation, association, or brand partnership, or in a manner otherwise inconsistent with Etsy's Trademark Policy; and
- Affiliates are not permitted to engineer its site in such a manner that it pulls internet traffic away from the Etsy Site, including without limitation, "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 or rank than the Etsy Site.

Responsibility for Your Authorized Channels

You are solely responsible for your site, including its development, operation, and maintenance and all materials that appear on or within it. Etsy is not liable for any content or information on your Authorized Channels or for any of your users’ claims relating to your Authorized Channels, and you agree to defend, indemnify, and hold Etsy harmless from and against all claims relating to your site and the content of your social media pages. You agree that during your participation in the Affiliates Program, you will comply with the following requirements with respect to your website, advertising for your website, and social media presence:

- Ensuring all banners, text links, individual product links and search box ads are up to date with what is offered by Etsy through the Awin Network;

- Ensuring the accuracy and appropriateness of materials and content posted on your site;
- Ensuring that materials and content posted on your site are not libelous or unlawful, and 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);
- Ensuring that your site complies with all applicable national, state, regional and local laws and regulations, including any codes of practice applicable to your marketing and displaying content on your website, and that your website clearly and conspicuously displays a website terms of use and privacy policy (“Legal Notices”).

Etsy may suspend your account and/or withhold commissions if it determines you are in violation of any of the conditions contained in this Section 3.

4. Compliance and Disclosures

Depending on where you are located, you may be subject to varying regulations relating to the operation, marketing, and advertising of your site. As an Affiliate, it’s your responsibility to know and follow any applicable regulations that apply to your site. Etsy is unable to provide legal advice; we urge you to speak to a legal expert if you are unsure of your obligations or have specific questions.

4.1 Compliance with Laws

Affiliates must comply with all applicable international, federal, state, and local laws as it relates to operation of its website and any organic or paid advertising of its website. You agree that you are responsible for all personal information that you collect from users of your site and that you must obtain valid consent (if applicable) from end users to collect, use or disclose this information as required by applicable law.

Affiliates must ensure all email marketing complies with applicable laws and regulations, including without limitation, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the “CAN-SPAM Act”), Canada’s anti-spam legislation or “CASL”, the European Directive 2002/58/EC (Directive on privacy and electronic communications) and any local law implementations of such directive including for the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (“PECR”) and any other applicable anti-spam or related regulations, laws, or industry best practices, related to the dissemination of commercial emails in their country. Emails must not state or imply that the email is being sent by, or on behalf of, Etsy, or Etsy sellers.

4.2 Consumer Disclosures.

As an Affiliate, you must comply with the U.S. Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising ("FTC Guidance"), the UK's Committee of Advertising Practice Codes including their guidance on Online Affiliate Marketing or the equivalent laws, rules, regulations and guidelines in your country, as well as the policies of each social media platform, concerning Affiliate's disclosure of a material connection with Etsy.

In any and all social media outlets or other digital properties in which an Affiliate communicates about Etsy or products sold on Etsy, or in any other advertising, the Affiliate must:

clearly and conspicuously disclose their relationship and their material connection (meaning the Affiliate receives payment of commission or other compensation) with Etsy. For example, an Affiliate could use the identifier "ad" or "advert" before each Affiliate Link (or any local language equivalent); ensure that each such disclosure is prominently placed in close proximity to the communication about Etsy or products sold on Etsy; not make any false, misleading or deceptive statements about Etsy, or products sold on Etsy; ensure that any opinion or personal endorsement given about any Etsy products is honestly and genuinely held; and not make unsupported or untruthful product performance or attribute claims concerning products sold on Etsy or any claims about product performance or attributes without personal knowledge or substantiation (i.e. proof) of the same.

4.3 Etsy Supplier Code of Conduct

In participating in the Affiliate Program, you agree to abide by the Etsy's Supplier Code of Conduct available here. Please note this code may be updated from time to time, and you are responsible for knowing and abiding by any changes.

5. Dispute Resolution; General Provisions

5.1 Right to Audit; Suspension & Termination.

Etsy has the right to audit you, your sites, or activities related to your site, including compliance with this Affiliates Policy, in relation to your participation in the Affiliates Programs. If Etsy believes that you have breached this Affiliates Policy or that you have engaged in fraudulent activity, it may take any steps it deems appropriate, such as: (i) issue a warning; (ii) conduct an investigation; (iii) suspend your account; (iv) terminate your account from the Affiliates Program or from the Awin Network; or (v) withhold commission payments.

5.2 Indemnification.

You agree to indemnify, defend, and hold harmless Etsy, its affiliates and subsidiaries, and each of their respective directors, members, officers, employees, contractors, representatives, agents,

successors and assigns from and against any and all damages, judgments, settlements, awards, penalties, and costs (including reasonable attorneys' fees) in relation to a third party claim arising from or related to: (i) Your negligence, willful misconduct or acts or omissions; (ii) Your violation of applicable laws or regulations or applicable codes of practice; (iii) Your breach or other non-compliance with the terms of this Affiliate Policy or (iv) Your Authorized Channels and other content.

5.3 Limitation of Liability.

Nothing in this Policy, including this Section 5.3, shall attempt to exclude or limit liability that cannot be excluded or limited under applicable law including without limit, death or personal injury caused by a party's negligence, or for fraudulent conduct. Subject to this, and to the maximum extent permitted under applicable law, Etsy will not be liable for indirect, special or consequential damages arising in connection with this Policy, the Affiliates Program, or the Awin Network, even if Etsy has been advised of the possibility of such damages. Further, subject to the preceding parts of this paragraph, Etsy's aggregate liability arising with respect to this Affiliates Policy, and your participation in the Affiliates Program, will not exceed the total commissions paid to you in the previous six (6) months preceding any claim. All claims made hereunder by you against Etsy shall be made within 120 days of the act or omission, which forms the basis of such claims.

5.4 Representations and Warranties.

You represent and warrant that (a) you have the authority to participate in the Affiliates Program and enter into this Agreement and have sufficient rights to grant any licenses express herein, (b) you shall, in the performance of all of your rights and obligations under this Agreement, comply with all applicable laws, rules, and regulations and codes of practice, (c) any material or communication which is displayed or used by you in connection with the Affiliates Program will not (i) infringe on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy; (ii) be defamatory or libelous; (iii) be lewd, pornographic, or obscene; (iv) violate any laws, including those regarding unfair competition, antidiscrimination, consumer financial protection or false advertising; (v) promote violence or contain hate speech; (vi) promote discrimination, based on race, age, sex, religion, nationality, sexual orientation, gender expression or disability; or (vii) contain viruses, trojan horses, worms, time bombs, cancelbots, or other similarly harmful or deleterious programming routines.

ETSY MAKES NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ETSY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE AFFILIATES PROGRAM OR ANY PRODUCTS OR SERVICES SOLD THROUGH THE AFFILIATES PROGRAM, OR AS TO ANY COMMISSIONS THAT YOU MAY EARN THROUGH THE AFFILIATES

PROGRAM, OR THAT ANY ETSY SITE, AFFILIATES PROGRAM SITE OR NETWORK WILL BE UNINTERRUPTED OR ERROR-FREE, AND ETSY WILL NOT BE RESPONSIBLE FOR CONSEQUENCES OR ANY INTERRUPTIONS OR ERRORS.

5.5 Governing Law, Jurisdiction, and Venue

This Affiliates Policy will be governed by the laws of the United States and the State of New York, without reference to rules governing choice of laws. Any action relating to this Policy or your participation in the Affiliates Program must be brought only in the federal or state courts located in New York, NY and you irrevocably consent to the jurisdiction of such courts.

6. Related Policies; Contact & Communications

The Affiliates Program platform is operated by Awin, a third party. In order to enroll in the Affiliates Program, you may be required to enter into a separate agreement with Awin, which we strongly recommend you read carefully. Etsy does not control Awin and is not responsible for any activity by Awin.

Etsy may contact Affiliates directly with essential program updates and offers. If you no longer consent to be contacted or wish to leave the program, you must send an email to etsyaffiliates@etsy.com. Even if you opt-out of receiving promotional emails, you may still receive transactional emails related to your account or participation in the program.

Any exceptions to this Policy are effective only if expressly made in writing by Etsy.

Etsy reserves the right to change or modify the terms and conditions contained in this Affiliates Policy, at any time. Any changes or modifications will be effective upon posting of the revisions through the Awin Network and/or Etsy Site. By continuing to participate in the Affiliates Program after such time, you will be deemed to have accepted such changes.

Etsy's Affiliate team can be reached at etsyaffiliates@etsy.com.