



## Compliance Code of Conduct and Email Guidelines for MediaTrust Performance Marketing, Inc.

### Email Guidelines

The following Publisher Email Guidelines ("Email Guidelines") supplement and are expressly incorporated into our Publisher [Terms and Conditions](#) (the "Terms and Conditions") by reference, and are a binding legal agreement between MediaTrust ("Company") and you ("Publisher" or "You"). As part of keeping Your account remaining in good standing with MediaTrust's network (the 'Platform'), Publisher represents and warrants that it will comply with these Email Guidelines. You must monitor any affiliates you are partnered with for compliance with this Marketing and Compliance Code of Conduct.

- 1. MediaTrust Ads:** All emails sent using MediaTrust Performance Exchange Ads will include the address and an opt-out mechanism for recipients to stop receiving further email from the same MediaTrust offer category. Under no circumstances may Publisher alter any of the content of such Ads or use the MediaTrust name without prior approval. Publisher is prohibited from engaging in the following: (i) altering, modifying, or otherwise changing Company's approved from or subject lines without Company's prior written approval; or, (ii) delivering an email under this Agreement with no subject line. Suggestions for new subject lines are allowed; however, any suggestions must be approved by Company prior to being included in any Publisher emails. Upon request from Company, Publisher shall immediately stop sending any Emails that contain a particular Ad, or that pertain to a particular Campaign.
- 2. Opt-In:** Publisher must obtain each recipient's prior affirmative ('Opt-In') consent to receive emails via the Platform, and must be able to provide demonstrable proof that such Opt-In consent was obtained. Upon request by Company, Publisher will promptly provide information regarding consumer responses to the email distribution and any and all records verifying that recipients consented to receive the email transmissions in question, including but not limited to, date of Opt-In, name of Opt-In individual, website from where individual Opted-In and IP address.
- 3. CAN-SPAM Plus:** MediaTrust views CAN-SPAM Act as a floor in terms of responsible email marketing and accordingly imposes additional requirements on Publishers that includes that it also include valid and responsive contact information and physical address (and optionally a phone number) in each email solicitation. All emails must contain a clear and reasonable method for the individual to "opt-out" of receiving further email solicitations. Acceptable methods include (i) having an unsubscribe link in each email delivered which is unique to the recipient, or (ii) having a link to a non-password protected website where the individual can 'opt-out' from receiving further email solicitations from Publisher, and (iii) allowing the recipient to respond to a functioning return electronic email address with a message that is either blank or has 'Unsubscribe' in the header. In every case, the unsubscribe process must be both easy to use and effective.
- 4. Record Keeping:** Publisher must maintain at all times during their membership in the Network, and for a period of three (3) years after any termination from the Network, complete and accurate subscriber sign-up/registration data for every subscriber to Publisher's Email publications. Publisher agrees that, within twenty-four (24) business hours of Company's request, it shall provide, at a minimum, the following subscriber sign-up/registration data for any email address that Publisher sends an email to with an Ad Select Network advertisement: (1) subscriber email address used to sign-up/register for Publisher's Email publication, (2) subscriber's IP address, (3) date and time of subscriber's sign-up/registration for Publisher's Email publication, and (4) location of subscriber's sign-up/registration (i.e., what is the original source of the subscriber email address; where did they sign-up/register for Publisher's Email publication).

### Education Advertising and Marketing Guidelines

#### Language and Creative Assets:

**General**

- ◆ Never use the words “guarantee” or “guaranteed” in any context.
- ◆ Never endorse, support or suggest any conduct that is unlawful or against a positive image of any schools.
- ◆ Never use an institution’s name or brand assets (logo, taglines or trade name) in advertisements (email, display, paid search, mobile, television, radio, print, other) without prior written approval of MediaTrust Performance Marketing.
- ◆ Never place an advertisement adjacent to, or on the same page as content or text promoting pornography (adult websites), gambling, religion, sexism, violence, racism, sexual exploitation or hate speech.
- ◆ Never create an artificial “sense of urgency” or “deadlines”.
- ◆ Never use or imply incentives, which include but are not limited to, compensation, rewards points, lotteries, contests, sweepstakes, giveaways, prizes, gifts or cash, to entice a visitor to complete an inquiry form.
- ◆ Never use quantitative superlatives, such as biggest, largest, or highest [placement] rate, in your advertising unless the terms are qualified in the advertisement itself and there is evidence to support such a claim.
- ◆ Always adhere to trade name bidding and negative keyword guidelines pursuant to the list provided by MediaTrust Performance Marketing.
- ◆ Never use testimonials and endorsements unless they adhere to the Federal Trade Commission’s *Guides concerning the Use of Endorsements and Testimonials in Advertising* as well as any applicable federal or state laws, rules and regulation relating to use of testimonials by students or former students of an educational institution.

**Employability and Student Outcomes**

- ◆ Never directly or indirectly guarantee employment after graduation.
- ◆ Never state or imply that a student will obtain a specific or comparative job outcome or earning potential upon completion of a degree or program.
- ◆ Never state or imply that students are or will be guaranteed to learn certain skills, pass any certification or licensing examinations upon completion of a degree or program.
- ◆ Must reference source data from the Federal Bureau of Labor Statistics or another credible source for any claims about potential future earnings. Must not inflate the figures beyond the statistics published by the Federal Bureau of Labor Statistics. Must include the words “up to” or other synonymous phrases if stating specific earnings figures.

**Misrepresentation**

- ◆ Never use deceptive marketing such as using classified ads that appear to be job postings, invoices, bills, notices from public utilities or governmental agencies, or implying government endorsement.
- ◆ Never make any statements about how long it will take to complete a degree program.
- ◆ Never make false or misleading representations regarding any aspect of the program/course/ degree including its costs and/or accreditation for any schools.
- ◆ Never make claims or promises of benefits to prospective students using the word “will”. Alternatively, use the word “may” (“Student may learn” instead of “Student will learn”).

**Government Programs & Financial Aid**

- ◆ Never make or imply any guarantee that a student will receive or be eligible for financial aid, including grants or loans.
- ◆ Never make any statement that directly or indirectly implies that a consumer will not have to finance their education. Examples include use of text such as “Free money” or “loan you don’t have to repay” messaging. Any references to financial aid or types of financial aid programs should contain a message that states “you may qualify” or “for those who qualify”.
- ◆ Never use messaging such as or similar to “you have received” or “awarded” or “have qualified”
- ◆ Never reference or imply endorsement by any political or public figure or the U.S. Government in any way. This includes text references and/or pictures of government offices, buildings, seals, sites, symbols, agency names, use of stationary or envelopes designed to look like government materials, or other forms of misleading text including any references to government funding, stimulus packages, awards, FERPA and Pell Grants.

**Terms and Phrases to Avoid**

Non-Compliant Language	Compliant Language	Non-Compliant Language	Compliant Language
Get a job	Start an Education	One-on-one	Individual attention

Non-Compliant Language	Compliant Language	Non-Compliant Language	Compliant Language
Job placement Career placement Placement rate Lifetime placement	Education assistance Education Program services	Get a scholarship	Apply for a scholarship to see if you qualify
Training	Education	Programs cannot be advertised as “accelerated” unless they meet the academic requirements of an accelerated program	
Fully accredited, Nationally accredited, Regionally accredited	Information regarding a school's accreditation must adhere to the specific accreditor's criteria for disclosing this information in marketing and promotional material	Any comparative statements are prohibited, such as “Compared to State University, our classes are ...” or “We have the same accreditation as...”	
Get a degree Degrees With a degree	Earn a degree Degree programs By earning a degree	Students will learn...	Students will have the opportunity to learn... Or Students will be taught...
Counselor/counseling <i>“Counselor” is a protected title. Persons must hold credential as a licensed counselor to use this title in some states.</i>	Advisor/advising Or Representative	Graduates will find jobs in...	Graduates can earn a degree in...
Discount/ reduced rate/ reduction	Special tuition rates	State-of-the-art or latest technology	Up-to-date or Leading trends in technology
“Free” <i>Institutions may not say that a service provided to all students as part of their program is “free” if in fact it is included in the tuition. AZ and FL strictly prohibit use of the word “free” in all advertising.</i>	Complimentary	Will <i>The term “will” implies a guarantee. Remember that a student’s ultimate degree of success depends on factors that are not under the direct control of the institution, therefore we provide high quality education but we do not promise that an individual student will succeed nor guarantee that a career search will be successful.</i>	Can Or May

Failure to comply by the above guidelines may result in withholding of payment and/or revocation of Publisher’s ability to use the MediaTrust Platform.

Publisher Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_