

# **Terms & Conditions of Service**

## **Ikon Digital Media**

**Updated:** 5/21/25

### **Welcome**

Welcome to the Dashboard provided by Ikon Digital Media LLC and its affiliated entities ("IDM," "Ikon," "we," "us," or "our"). This binding agreement ("Agreement") governs your access to and use of the Ikon Digital Media online dashboard reporting service ("Dashboard"). By accessing or using the Dashboard, you ("you," "User," or the entity you represent) agree to these Terms and Conditions.

Before using the Dashboard, please read this entire agreement carefully. If you access or use the Dashboard in any way, you agree that you: (i) have read and understand this Agreement; (ii) have the authority to bind yourself and any entity you represent; (iii) accept this Agreement; and (iv) will not use the Dashboard in a manner that violates any Marketplace rules, terms, or agreements that apply to you. If you do not agree to the terms of this Agreement, you must stop using the Dashboard immediately.

### **The Dashboard**

The Dashboard is a business-to-business (B2B) software-as-a-service (SaaS) platform that enables clients ("Brands") to monitor, analyze, and optimize their Amazon affiliate marketing campaigns run through Amazon Creator Connections. The Dashboard passively aggregates data from authorized APIs and provides actionable insights to improve performance and transparency.

### **Business Use Only**

The Dashboard is intended solely for business purposes. You affirm that you are accessing the Dashboard on behalf of a business or legal entity and not for personal, family, or household use. Access by direct competitors of IDM is strictly prohibited unless expressly authorized in writing.

### **Registration & Accounts**

#### **Accounts & User IDs**

You must be 18 years of age or older to create a User ID and access the Platform. To access the Dashboard, you must create a unique account (each, a "User ID" or "Email"). You may connect via a supported third-party login, like a Google account, or we will send a one-time access authentication link to the email address associated with your User ID when you sign in to access the Dashboard. Seller User IDs are linked to the Marketplace account(s) you authorize the Dashboard to access. If you administrate more than one Marketplace seller ID or advertiser ID, your Seller User ID can be used to administrate some or all of them (each, a "Brand"), as permitted by an Order Form. Any actions taken under your account are deemed authorized by you.

## **Dashboard Services**

Ikon Digital Media provides the Dashboard as a platform for reporting and analyzing affiliate marketing campaign performance. This includes:

- Aggregation and normalization of data from authorized third-party sources, such as Amazon Creator Connections and Amazon Selling Partner APIs;
- Displaying and updating performance metrics between Brands and Creators;
- Tools to streamline reporting, monitor performance, and support campaign optimization.

To enable these services, the Dashboard integrates with Amazon's Selling Partner API (SP-API) and Creator Connections. You must explicitly grant the Dashboard access to these services by:

- Assigning role-based permissions in your Amazon Seller Central account;
- Providing a Selling Partner API authorization token, which determines the data scope accessible to the Dashboard;
- Maintaining IDM's access through ongoing permissions within Amazon Seller Central.

IDM only collects data available under the permissions you authorize. No access or collection occurs unless and until such authorization is granted.

To learn more, review the [Amazon Creator Connections documentation](#).

To learn more, review the [Amazon Selling Partner API documentation](#).

## **Permitted Use**

Users may only use the Dashboard for lawful and authorized purposes in accordance with this Agreement and applicable laws. Any access or use inconsistent with this Agreement may result in termination of access.

## **Prohibited Use**

You agree not to:

- Access the Dashboard in violation of any law or regulation.
- Reverse-engineer, decompile, or disassemble the Dashboard.
- Use the Dashboard for competitive analysis or benchmarking without prior written consent.
- Upload malicious code or engage in any activity that disrupts the services.
- Circumvent security features or access data not intended for you.

### **Non-Circumvention**

You agree not to use the Dashboard, its data, or its features to bypass Ikon Digital Media's role in facilitating affiliate marketing relationships. This includes, but is not limited to, directly engaging with or soliciting any Sellers, Creators, or partners discovered through the Dashboard for services similar to those provided by IDM, outside of IDM's platform or agreement. Any attempt to divert business, avoid platform fees, or replicate the services provided by IDM for the purpose of competitive advantage, interference, or cost avoidance constitutes a breach of this Agreement. This restriction applies both during your use of the Dashboard and for a period of two (2) years following termination of your access.

### **How We Use & Display Your Data**

IDM may collect and use data you authorize through integration with Amazon Selling Partner API and Creator Connections. Personal data is limited to that provided in your User ID. All data collected is subject to the Ikon Digital Media Privacy Policy. Deidentified and aggregated data may be used for service improvement.

The specific data collected from Amazon depends on the permissions granted and may include:

- Product pricing and availability;
- Sales and traffic data;
- Affiliate performance metrics;
- Creator profiles, bios, and linked content.

IDM does not access any consumer-level or personally identifiable end-user data unless you explicitly authorize access via API scopes that include such information.

The Dashboard's integration with Amazon Selling Partner API adheres to the role-based access and scope permissions defined by Amazon's SP-API developer documentation. Depending on the roles and scopes granted by the Seller, the Platform may access endpoints including, but not limited to:

- [GET /products/pricing/v0/price](#) (for product pricing data)
- [GET /sales/v1/orderMetrics](#) (for sales and traffic insights)
- [GET /reporting/reports](#) (for custom report generation)

Similarly, access to Creator Connections data is governed by the permissions granted in Amazon Seller Central under user roles. The Dashboard may use such access solely to display and analyze creator-level performance metrics, such as affiliate campaign reach, click-throughs, and content engagement. All integrations comply with Amazon's [Selling Partner API Developer Guide](#) and IAM policies defined by the Seller.

You grant IDM a perpetual, irrevocable, royalty-free, fully paid-up, and worldwide license to access, collect, store, disclose, deidentify and use Your Content and Your Data, solely as described in this Agreement and the Ikon Digital Media Privacy Policy.

### **Changes to this Agreement and the Dashboard**

We may update this Agreement from time to time as the Dashboard evolves. If changes are material, we will notify you via the email address associated with your account at least 30 days before the changes take effect. Continued use of the Dashboard after changes become effective constitutes your acceptance of the updated Agreement.

We also reserve the right to modify or discontinue any aspect of the Dashboard, temporarily or permanently, at any time and without liability. In such cases, we will provide notice where practicable but are not obligated to do so.

### **Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IDM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IDM SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR GOODWILL, ARISING FROM THE USE OR INABILITY TO USE THE DASHBOARD.**

### **Confidentiality**

Each party agrees to maintain the confidentiality of all non-public information, materials, and data disclosed by the other party that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, without limitation, business plans, technical data, product ideas, and campaign performance data. This obligation survives termination of this Agreement.

### **Third Party Services**

The Dashboard integrates with third-party services such as Amazon Selling Partner API and Amazon Creator Connections. While IDM facilitates these connections, it does not control or guarantee the performance, availability, or terms of service of any third-party service. Users are solely responsible for maintaining required permissions and should review applicable third-party terms.

### **Termination**

You may terminate your access to the Dashboard at any time by contacting IDM in writing. IDM may suspend or terminate your access to the Dashboard, with or without notice, if you violate this Agreement or if continued access poses risk to the integrity or availability of the Platform. Upon termination, all rights granted to you will immediately cease, and IDM may delete or retain your data as outlined in the Privacy Policy.

### **Governing Law & Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of laws principles. Any disputes arising from or related to this Agreement shall be resolved through good faith negotiation. If such efforts fail, disputes shall be submitted to binding arbitration in Los Angeles County, California, under the rules of the American Arbitration Association.

### **Contact Us**

You may contact us regarding the Dashboard or this Agreement at: [riley@ikondigitalmedia.com](mailto:riley@ikondigitalmedia.com)