

## **AFFILIATE TERMS AND CONDITIONS**

“PLEASE READ AFFILIATE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT REGISTER AND/OR PARTICIPATE IN THE PROGRAM. TO ACCEPT THIS AGREEMENT AND CREATE AN ACCOUNT, YOU MUST BE AN ADULT OF LEGAL AGE OF MAJORITY IN THE COUNTRY IN WHICH YOUR ACCOUNT IS REGISTERED. YOU ARE LEGALLY AND FINANCIALLY RESPONSIBLE FOR ALL ACTIONS ON YOUR ACCOUNT.”

If you are accepting this Agreement on behalf of a legal entity you represent and warrant that you are authorized by such legal entity to do so.

By continuing to maintain your Affiliate relationship with us, you acknowledge that you have read and understood this Agreement and agree to be bound by its terms and conditions. Upon our request, you agree to sign a non-electronic version of this Agreement or the relevant Insertion Order.

These Affiliate Terms and Conditions (the «Agreement») is entered into by and between you (the «Affiliate») and Company Limited, doing business as Company (hereafter «Company») or other legal entity specified in the relevant Insertion Order or Agreement signed between the parties hereof. By joining the Company Affiliate Program (hereafter “Program”) you are expressing your acceptance of this Agreement, Privacy Policy, Data Processing Addendum (DPA) and said acceptance is evidenced by your clicking on the «Sign Up» button on the sign-up page.

THESE AFFILIATE TERMS AND CONDITIONS MAY BE AMENDED OR CHANGED BY US IN OUR DISCRETION, WITH OR WITHOUT NOTICE, AT ANY TIME.

Your continued access or use of the Program following such changes will be deemed acceptance of such changes. In addition, we reserve the right to modify or cease providing all or any portion of the services or access to Program at any time, with or without notice. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement.

### **1. Affiliate Agreement.**

1.1 Upon acceptance by the Agreement and continued compliance herewith, the Affiliate shall be allowed to participate in the Program wherein Company shall provide to the Affiliate a limited license to use certain intellectual property of Company on Affiliate websites solely for the limited purposes of marketing and promoting the products and services of Company. As consideration for any traffic directed by the Affiliate to Company through Affiliate marketing and promotional efforts that convert into sales, Company shall pay the Affiliate compensation, as set forth in Section 3 below.

1.2 Prohibited Countries: Due to excessive fraud, Company does not allow the signup of affiliates from certain countries or regions. Company reserves the right to deny any affiliate application from any country at the sole discretion of Company. Company also reserves the right to add or remove countries from time to time as business requirements may dictate.

1.3 Company may, in its sole discretion, confirm or otherwise verify or check, the truth and accuracy of any registration information provided by the Affiliate. The Affiliate hereby covenants and guarantees to provide to Company only the truthful and valid information regarding the Affiliate's identity and location; in case Company or third-party payment provider requests the Affiliate to prove its identity and location, the Affiliate shall reply within two (2) business days from the day of request and provide valid proof of its identity and location. If at any time Company, in its sole judgment and discretion, determines the Affiliate's registration information to be misleading, inaccurate or untruthful, Company may restrict, deny or terminate Affiliate's account, Affiliate's access and use of, and/or any benefits derived from Affiliate's participation in the Program; Company may also withhold payment of any commissions and/or other fees that may be or become due or payable to Affiliate.

## **2. Rights Granted to Affiliate**

Company is working hard to develop the quality of our product and offer services for Affiliates to use on their websites. In order to assist Affiliates in promoting these products and services, Company has developed proprietary content and marketing systems to assist the Affiliate in making sales on Affiliate websites. In order to use these proprietary content and marketing systems, Company grants the Affiliate each of the following rights:

2.1 The nonexclusive right to use the proprietary content and marketing systems of Company to help generate sales of Company products and services.

2.2 Company grants the Affiliate a limited, nonexclusive, nontransferable and fully revocable license to access, use and install website skins, promotional banners, links, images, videos, product and service content and other promotional materials created, owned or licensed by Company (collectively referred to as the Marketing Materials) for use on Affiliate Websites for the sole and exclusive purpose of advertising, marketing or promoting Company products and services. Within these guidelines, the Affiliate may use these Marketing Materials on Affiliate websites as desired.

2.3 Company owns and retains all rights, title and interest in and to its intellectual property, copyright, trademarks, patents, and in the Marketing Materials and any other content provided by Company. Upon termination of Affiliate participation in the Program and/ or termination of this Agreement, the grant of right and license set forth herein, shall cease and terminate, and the Affiliate's right to use the Marketing Materials shall immediately cease.

2.4 The Affiliate is not authorized and shall not change product and service names, trademarks, service marks, design logos, or any Marketing Materials except with specific permission from Company, for any purpose other than as expressly set forth herein or in any modification to this Agreement by Company. The Affiliate further acknowledges and agrees that any such change will be a material breach of this Agreement and may result in your account being terminated and all money due forfeited.

## **3. Fee and Payment Conditions**

Company will pay the Affiliate for sales of Company products and services generated from a banner or link posted on Affiliate websites as follows.

3.1 Company offers a revenue share of all Net Revenue generated by Affiliate websites. For purposes of this Agreement, the term «Net Revenue» shall mean gross sales less any payment processing fees and costs as well as any chargebacks or refunds.

3.2 Company pays out Affiliate commission on the NET7, 15 and 30 basis (four times, twice and once a month respectively). NET7 basis is an exceptional condition and is granted based on Company decision. Company processes payments within 7 business days after each payment period. Wire transfer can be used if the commission amount exceeds \$1000. If the commission amount is less than \$1000, to receive their payment an Affiliate can choose between other available payment methods: Paxum, PayPal, Qiwi, BTC, Webmoney, and Capitalist. In this case the minimum payout is \$80. Wire transfer fees will be covered by Company. Paypal transfer fee will be charged in accordance with the Paypal Fee Policy for your region. Paxum transfer fee is \$1 per transfer.

3.3 Company will also pay a bonus to the Affiliate if he refers the Company Referral Program to other third party Affiliate. Please note, that Referral Program is limited on time.

3.3.1 For each third-party Affiliate that the Affiliate has referred to the Company Referral Program, the Affiliate will have right to be paid 5% (five per cent) of all net revenue generated by the referred third party Affiliate for the first ninety (90) days from the date referral relations are established.

3.3.2 For this purpose, the Parties agree that only the newly established accounts will be eligible for the bonus and that no individuals or companies with pre-existing accounts on the Company Referral Program shall be considered eligible for the effect.

3.3.3 Also, any accounts that have been suspended or terminated from Company Referral Program due to fraudulent or improper activity or for any other reason for termination are not eligible for the payment of the bonus to the Affiliate. Only one account per individual or company will be eligible for the Bonus. All commission payments are non-cash and shall be made by wire transfer, Paxum, PayPal, Qiwi, BTC, Webmoney or Capitalist within seven days for all payment methods with the best-effort guarantee. Any fees resulting from the chosen payment method shall be borne by the Affiliate and, if applicable, deducted from the Affiliate account. Company is working on improving its payment system and may also add new payment methods for Affiliates in the future.

## **4. Restrictions on Payment of Compensation**

4.1 The Affiliate is not entitled to commission for any sale in violation of the terms of this Agreement.

4.2 The Affiliate is not entitled to commission from Company for any sale which Company determines to be as the result of potential fraudulent activity. Company shall have the right, in its sole and absolute discretion, to expand or modify what it determines to constitute potential fraudulent activity. Company has developed its fraud screening process through years of experience and through work with industry leaders in fraud detection and identification thus Affiliates can be confident that the Company system is securely protected against fraudulent activity and sales.

4.3 Company has the right to deny or withhold payment from the Affiliate and to terminate the Affiliate from the Program if there are an abnormal number of chargebacks or refunds for products and services through Affiliate websites. Company shall determine, in its sole and absolute judgment, what constitutes an abnormal number of chargebacks or refunds.

4.4 If an Affiliate account is removed based on the Affiliate request in accordance with GDPR policy, Company shall not pay out the remaining unpaid commission that is below the minimum payout amount.

4.5 If account is inactive for a three-month period (i.e. have not started running any campaigns and/or the traffic equal to zero, or you did not log into account during 3 months), we may block account with notice to you. After the date of notice you will have 30 calendar days to restore your account. To do so, you have to contact us via [support@Company.com](mailto:support@Company.com). If you do not activate your account, the account will be closed.

4.6 Company retains the right, at its sole discretion, to terminate any accounts involved with any illegal, fraud, deceptive, automated, bot and related activities or other prohibited activities under this Agreement.

## **5. Term and Termination**

5.1 This Agreement is not for any specific term or duration of time. The Affiliate may terminate this Agreement at any time, for any reason. Likewise, this Agreement and/or the Program may be terminated by Company in its sole and absolute discretion, at any time, for any reason.

5.2 The Affiliate may terminate participation in the Program by 48 (forty-eight) hours' notifying Company via e-mail at [support@Company.com](mailto:support@Company.com) of Affiliate intent to terminate participation in the Program. Should Affiliate terminate account and the amount owed in the said account is \$80 or less the said amount will be forfeited by Company.

5.3 In case this Agreement is terminated, the Affiliate shall be entitled to any unpaid commission or bonuses earned prior to the date and time of termination. The Affiliate shall not be entitled to any unpaid commission or bonuses earned after the date and time of termination as well as to any unpaid commission that is below the minimum payout amount specified in the point 3.2 of this Agreement.

5.4 If this Agreement is terminated due to Affiliate breach of any portion of this Agreement, Company reserves the right to withhold any amount then due and owing to the Affiliate.

## **6. Affiliate's Responsibilities and Duties**

6.1 The Affiliate shall only use and promote the approved products and services of Company using Company proprietary marketing systems and Marketing Materials on Affiliate websites.

6.2 The Affiliate shall not use or employ any form of mass unsolicited electronic mailings, newsgroup postings, password selling or trading, warez, IRC posting, adware, spyware, and malware marketing or any other form of «spamming» as a means of promoting Affiliate websites or for the purpose of generating traffic and sales to or for Affiliate websites. The Affiliate further acknowledges and agrees that Company has zero tolerance for spamming. Thus Company reserves the right to immediately and without notice terminate the Affiliate's participation in the Program if Company, in its sole and absolute discretion, concludes that the Affiliate has been engaged in the use of any of the above referenced forms of «spamming». Note also that in such a

case the Affiliate will also be barred from future participation in the Program and all money otherwise due to the Affiliate will be forfeited.

If the Affiliate wishes to send traffic via electronic mail promotion, it is the Affiliate's sole and complete responsibility to make sure that the Affiliate is in compliance with the can-spam act as well as any other law, rule or regulation that may be applicable.

6.3 Except as expressly authorized by Company in this Agreement, the Affiliate shall not copy, reproduce, alter, modify, change, broadcast, distribute, transmit or disseminate any banners or other promotional or advertising materials provided by Company pursuant to this Agreement in whole or in part, in any form or manner, at any time or anywhere in the world.

6.4 The Affiliate shall NEVER modify files or content provided by Company.

6.5 All content displayed on any Affiliate website containing the Marketing Materials must comply with all local laws.

6.6 To promote Company products and services the Affiliate has to use the link received in his account. Company has the right not to pay an affiliate commission for traffic received via a link, that differs from the links in the Affiliate's account.

6.7 The Affiliate shall not target any person who is under the legal age, nor target any restricted jurisdictions where the products or services offered and the promotion thereof are illegal.

6.8 The Affiliate shall ensure that all materials posted by Affiliate or otherwise used in connection with the Program (i) are not illegal, (ii) do not infringe upon the intellectual property or personal rights of any third party (iii) do not contain or link to any material which is harmful, threatening, defamatory, obscene, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age)

Illegal and prohibited content, including, but not limited to:

- child pornography or child abuse;
- content that shows extreme sexual violence or materials that are overly violent;
- materials that demonstrates, promotes or incites crimes or violent acts;
- content that promotes terrorism or encourages terrorist acts;
- materials which encourage violence, criminal behavior or dangerous behavior (e.g. creating weapons, taking or making drugs and carrying out fraudulent or terrorist acts);
- use of materials, promoting a product or a service on behalf of celebrities or politicians without their official permission and consent;
- use of celebrities or politicians' names to sensationalize the promoted content ("fake news" and negative representation of the individuals featured);
- highly graphic sexual acts that would be likely to offend a 'reasonable adult';
- footage that shows real or simulated violence or crimes.

## **7. Affiliate Representations and Warranties**

The Affiliate hereby represents and warrants each of the following:

7.1 That if the Affiliate is an individual person, he/she is over the age of eighteen (18) years or any legal age in the country of the Affiliate;

7.2 That if the Affiliate is an entity (i.e., corporation, limited liability company, etc.), all individuals employed or associated with the Affiliate in any way are over the age of eighteen (18) years or legal age in the country of the Affiliate;

7.3 That the individual who provides information pursuant to the Program and accepts this Agreement has full, lawful power and authority to enter into and to carry out the terms of this Agreement.

## **8. Taxation**

All individuals, corporations and other organization participants are responsible for the payment of taxes in their own jurisdiction.

## **9. Rights of Company**

9.1 Company reserves the right, in its sole and absolute discretion, to terminate the Program at any time and may do so with or without cause.

9.2 Company shall also have the right, in its sole and absolute discretion, to change or modify this Agreement and the Program Benefits. If at any time Company changes or modifies the Program, the Affiliate shall have the right to withdraw and terminate participation.

## **10. No Partnership, Joint or Collaborative Venture**

10.1 Nothing contained in this Agreement shall create or be deemed to create a partnership, joint venture or other business combination or venture of any kind between the Affiliate and Company, its subsidiaries, affiliated entities, successors or assigns; nor shall any term contained in this Agreement constitute or create any agency or employment relationship between Affiliate and Company, its subsidiaries, affiliated entities, successors or assigns.

10.2 Company has no control over nor ownership interest in Affiliate or Affiliate Websites except for the Marketing Materials used thereon, and the Affiliate has no financial or other interest in Company, its subsidiaries, affiliated entities or any property owned by such entities, except as expressly set forth herein.

## **11. No Content Control, Monitoring or Supervision**

11.1 Company does not monitor, supervise or review content contained on Affiliate websites except for the use of the Marketing Materials. Company is not responsible for any content appearing or otherwise distributed on, at or in association with Affiliate websites. The Affiliate is solely responsible for the content on Affiliate websites.

11.2 Company has no direct or indirect control over the content of Affiliate websites except as specifically set forth in this Agreement and as it relates to the Marketing Materials.

## **12. No Warranty or Guarantee**

Company makes no guarantee of any kind with respect to the Program or materials provided by, through or in association with the Program, all Marketing Materials are provided to the Affiliate «as is» and use of the Marketing Materials is solely at the Affiliate's risk. Company disclaims all

warranties, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose with regard to the Program and any and all materials of every kind supplied to the Affiliate as part of this Program.

### **13. No Guarantee of Success or Profitability**

Company cannot guarantee the Affiliate any level of success or profitability due to the Affiliate's participation in the Program. The Affiliate has unilaterally entered into an Internet service business and all risk of loss, cost and expense of the Affiliate doing business shall be borne solely by the Affiliate. In case the Affiliate alters or modifies their promotional links in any way Company shall not guarantee that all traffic sent via such links will be tracked properly and in full.

### **14. Force Majeure**

Neither party shall be liable for any loss or delay, nor be considered in breach of this Agreement, due to an act of God, fire, natural disaster, terrorist act, strike or other labor stoppage, declaration of war or military intervention, computer system/server failure, credit card processing failure, network failure, governmental action, or any other cause outside the control of the parties.

### **15. Limitation of Liability**

Company, its subsidiaries, affiliated entities, employees, independent contractors, agents, representatives, assigns and successors shall not be liable to the Affiliate, or any other person or entity, for any direct or indirect losses, injuries or incidental, consequential or other damages (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER PECUNIARY LOSS) with regard to any use of the Company website, or arising from or in connection with this Agreement or the use of the Company Marketing Materials, or due to any mistakes, omissions, delays, errors, interruptions in the transmission, or receipt of Company services, content or Marketing Materials, including without limitation any losses due to server problems or due to incorrect placement of HTML.

### **16. Indemnification**

The Affiliate shall indemnify and hold Company, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors and any successor-in-interest or assign (the «Indemnified Parties») harmless from any breach of this Agreement by the Affiliate, including any use of Marketing Materials other than as expressly authorized in this Agreement. The Affiliate agrees that the Indemnified Parties shall have no liability in connection with any such breach or unauthorized use, and the Affiliate agrees to indemnify for any resulting loss, damage, judgment, award, cost, expense, and attorneys' fees of the Indemnified Parties. The Affiliate shall also indemnify and hold the Indemnified Parties harmless from and against any and all claims brought by third parties arising out of the Affiliate's use of the information accessed from Company websites.

### **17. Transfer or Assignment**

17.1 This Agreement shall not, under any circumstances, be transferred or assigned by the Affiliate to any other person or entity, and any attempted transfer or assignment of a membership shall be void.

17.2 Company may, at any time, in its sole discretion and without prior notice given to the Affiliate, transfer or assign this Agreement to an affiliated or non-affiliated person or entity.

## **18. Modification**

This Agreement is subject to change or modification by Company at any time at its sole discretion, and changes shall become effective by posting at the Company Website with or without notice to you. An Affiliate may not alter, delete, add or change or edit any of these terms and conditions, and any such attempted alteration shall be void and of no effect. The most recent version of this Agreement will be posted on Website. It is the Affiliate's sole responsibility to keep themselves informed of any such changes or amendments and periodically to check the most current version of this Agreement.

## **19. Notices to Company or Affiliates**

Notices from Company Website to Affiliates may be given electronically, including any that we are otherwise required to provide in "writing". We may send you notices by means of electronic messages to the e-mail address of the Affiliate or to any email address that you provide to us during participation with Program, by general posting on the Website, or by conventional mail. Communications from the Affiliate to Company may be made via e-mail, unless otherwise specified in this Agreement. All notices to Company via e-mail shall be sent to [support@Company.com](mailto:support@Company.com). Notices from Company shall be deemed delivered when sent by Company to the Affiliate, unless (for email) we are notified that the email address is invalid. Alternatively, we may give you notice by mail to the address provided during registration. You agree to receive offers and promotions from us and our partners by e-mails.

## **20. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, in any respect, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement, but, to the contrary, this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

## **21. Entire Agreement, Headings, and Neutral Construction**

This Agreement and any changes or modifications thereto by Company expresses the entire agreement between the parties regarding the Affiliate's participation in the Program, and all Marketing Materials directly and indirectly related thereto, superseding and negating any prior or contemporaneous agreements, whether written or oral. There are no representations, agreements, arrangements or undertakings relating to the matters addressed which are not fully expressed herein. The headings are for convenience only and shall not be construed to give any substantive meaning to the agreement between the parties. This Agreement shall be construed neutrally and as the commemoration of the mutual assent of both parties rather than for or against either party.

## **22. Review by Attorney**

Company strongly advises that the Affiliate review this Agreement with an attorney before acceptance of its terms so that the Affiliate is fully appraised of all the rights, duties and obligations under this Agreement. The Affiliate acknowledges that nothing herein and no



statement by Company or any employee, representative, agent or other person associated with Company has in any way prevented or inhibited the Affiliate from seeking such independent legal advice prior to entering into this Agreement. The Affiliate hereby acknowledges and agrees that the terms of this Agreement are reasonable and fair; all terms have been fully disclosed in writing, and that the Affiliate has been given reasonable opportunity to seek the advice of independent counsel with respect to the Agreement and all transactions associated herewith.

### **23. Jurisdiction and Venue**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales without giving effect to any principles or conflicts of law. You submit to the exclusive jurisdiction of courts located in London, GB.

ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND COMPANY ENTITY WITH WHICH YOU HAVE A DISPUTE WITH SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION. THIS PROVISION IS NOT APPLICABLE TO THE EXTENT THIS WAIVER IS PROHIBITED BY LAW.

YOU HEREBY EXPRESSLY WAIVE ANY RIGHT FOR A TRIAL BY JURY.

### **24. Acceptance and Execution**

By clicking on the «Sign up» button on the Registration Page, and by supplying Company with all the information required to create an account on the Registration Page, the Affiliate accepts all of the terms and conditions set forth herein above and agrees to be bound by said terms and conditions.

### **25. Translation**

In case of any discrepancy within the meanings between English and other translated versions of this Agreement, the English version of this Agreement shall prevail.