

Terms of Service

The following Terms of Service outline the relationship between you (hereafter referred to as "Affiliate" or "you") and AffGenius (hereafter referred to as "Company" or "us") and the utilization of any website associated with Company's services (hereafter "Website"). Affiliates must use the Website and any supplementary services provided by Company in line with these Terms of Service. Company reserves the right to update the Website and these Terms at its discretion. Continued use of the Website after such updates and notifications (which may be shared on the Website or sent to the email address given by the Affiliate during registration) indicates the Affiliate's acceptance of these changes.

1. Affiliate Onboarding

1.1. These Terms of Service pertain to your engagement with Company's Affiliate Program. Each Affiliate Program proposal (termed "Proposal") might be from Company or an external entity ("Client") and could direct to a designated website for that specific Proposal ("Program Website"). Additionally, each Proposal might have supplementary terms detailed within the Affiliate Program, which are considered part of this contract. By applying or participating in a Proposal, you fully agree to the Terms outlined in this contract.

1.2. Registering with Company doesn't automatically grant the Affiliate rights to advertise or endorse any Programs showcased by Company on the Website on behalf of its clientele ("Advertisers"). Affiliate's involvement in Company's Affiliate lead generation initiative is contingent upon Company's assessment and approval. All potential Affiliates must seek formal approval from Company to become Affiliates. Gaining approval necessitates meeting the standards outlined in Sections 1.6 and 1.8; however, meeting these standards doesn't guarantee approval.

1.3. Company holds the right to delay or deny approval for any reason at its sole discretion without the obligation to provide a rationale for the decision. Once accepted, the Affiliate's continued participation hinges on adherence to all terms of these Terms of Service. Non-compliance will result in disqualification. Affiliates can reapply upon demonstrating compliance, subject to Company's approval. Affiliates must promptly inform Company of significant shifts in their business operations or strategy. Company can revoke an Affiliate's approval at any time, for any reason.

1.4. To become an Affiliate under these Terms of Service, you must submit an Affiliate Program application. Ensure the application is filled out accurately, providing genuine details to Company without using pseudonyms or other methods to disguise your real identity or contact details. Post submission, Company will evaluate your application for potential collaboration. You will be informed about your acceptance or denial into the Affiliate Program subsequently.

1.5. By joining as an Affiliate, all individuals, agents, representatives, employees, or any entity acting on your behalf in relation to the service usage agree to these Terms of Service.

1.6. Basic Qualification Criteria. To qualify as an Affiliate, all platforms, associated sites, and email distribution lists (collectively termed "Platforms") must adhere to the following standards: Affiliates intending to send promotional emails must obtain the recipient's explicit consent and should maintain records that demonstrate this consent, which includes, but isn't limited to: date of user's opt-in; source of registration; first and last name; physical address; email details; any other gathered data and should provide these records to company within 24 hours upon request.

Unless explicitly authorized in writing by Company, Affiliates are prohibited from offering rewards to users to boost the efficacy of any Program (explained further below); such rewards can be in the form of cash, points, gifts, contest entries, etc. Affiliate platforms should be operational at all tiers; sites or sections labeled "under construction" are not acceptable. Affiliates must ensure their practices align with local and national laws, including but not limited to our Privacy Policy, (EU) 2016/679 (General Data Protection Regulation), CAN-SPAM Act of 2003. Pop-ups spawned in the process are not allowed. Company may also set additional criteria at its discretion.

1.7. If the Affiliate is an individual, they must be at least 16 years old.

1.8. Content on Affiliate's Platform.

1.8.1. Upon our approval of your Affiliate status and provided you adhere to this Agreement's Terms, Company will grant you access through the Affiliate Program to graphical and textual links leading to the Program Website and/or other promotional materials (collectively termed "Links"). You can showcase these Links on your owned or managed websites, in emails dispatched by you (clearly marked as sent by you), and in online advertisements. These Links will recognize you as a part of our Affiliate Program and will create a connection from your Platforms to the Program Website.

1.8.2. The content on the Affiliate's Platforms will be subject to Company's discretionary approval and must align with all relevant laws and regulations (including intellectual property rights).

Specifically, the content should not encompass: endorsement of illegal activities or substances, such as unauthorized online betting, instructions for creating explosives, forging currency, etc.; unauthorized software distribution; content that slanders, misrepresents, or poses a physical threat to others; indecent content and any misleading, redirecting, or trafficking from adult-oriented sites aiming to boost traffic; explicit adult content or any content catering to inappropriate interests; content promoting racial, ethnic, political bias, or any other offensive material; unauthorized financial or investment advice; unnecessary violence or crude language; breach or infringement of patents, copyrights, trademarks, publicity rights, privacy rights, moral rights, music-related rights, or any third-party rights; any form of illicit activities; links leading to other affiliate networks.

1.9. The Affiliate guarantees that all information shared with Company about themselves and their website is accurate, comprehensive, and timely, reflecting the truth. The Affiliate is responsible for ensuring this accuracy.

2. Oversight

2.1. Company will consistently oversee Affiliates' adherence to these Terms of Service, either independently or through third-party services.

2.2. Company, or a designated third party, will monitor all Affiliates to ensure they meet legal standards, especially regarding honoring opt-out requests and the proper use of Defined Promotional Content. If a third party conducts the monitoring, they will relay all findings to Company.

2.3. Every opt-out list provided to an Affiliate will have distinct technological markers. This ensures that Company can verify that Affiliates are using the opt-out list in compliance with the law. Affiliates are prohibited from sending additional emails to addresses that are already on or newly added to the opt-out list.

3. Website Usage

3.1. The Website enables Company to showcase advertising program offers either initiated by Company or its Affiliates ("Campaign(s)"). These Campaigns detail the compensation structure and conditions under which the Affiliate will be remunerated upon meeting the stipulated Campaign criteria. Payments are based on specific actions ("Action") defined in a Campaign, such as clicks, conversions, sales, sign-ups, views, and leads. By agreeing to a Campaign, the Affiliate commits to integrating that Campaign's promotional content (including specified "subject" and "from" lines, the Advertiser's CAN-SPAM disclosures, and other provided details) ("Defined Promotional Content") on the Affiliate's Platforms. Affiliates must present the Defined Promotional Content as provided on the Website without any modifications. Non-compliance may lead to potential termination of the Affiliate, among other actions by Company. Company holds the right to end a Campaign at its discretion. While Company will make earnest attempts to inform the Affiliate of such decisions, including email notifications, it remains responsible for managing all active Campaigns and tracking due payments.

3.2. Guidelines for Email Promotions.

3.2.1. Should Company or the Affiliate receive any grievances from a Campaign recipient, the Affiliate must promptly furnish Company with records confirming the recipient's consent to receive emails. This evidence might include the URL of the Affiliate's consent page, the date of consent, and the Affiliate's privacy terms.

3.2.2. Affiliates are prohibited from using an advertiser's name or its abbreviation in the originating email's address or subject.

3.2.3. Email subject lines must be transparent and not deceive the recipient about the email's content. Only approved Defined Promotional Content, including subject lines provided by Company or those with documented approval, can be used.

3.2.4. Emails must not contain deceptive header information or any tactics to obscure their origin. Unauthorized access or use of computers or networks to send emails is strictly forbidden.

3.2.5. Commercial emails must provide recipients a straightforward method to opt-out. At the very least, Affiliates should allow recipients to reply to the email, opt-out via a postal letter, or click on a functional unsubscribe link, which should be active for at least 30 days post the initial email.

3.2.6. Emails with promotional content must clearly identify themselves. For instance, the message might state, "This promotion is presented by (Your Company)". The sender's identity, including the company name and contact details, must be clear.

3.2.7. Affiliates cannot use random email address generators or web scraping tools to gather email addresses. Affiliates should possess comprehensive opt-in data for all their email recipients.

3.2.8. All requests to unsubscribe must be processed within 10 business days. Once a recipient opts out, their email address cannot be sold, shared, or used for future communications.

4. Link Usage

The Affiliate commits to utilizing the Links precisely as provided by Company. The Affiliate is prohibited from making any changes, deletions, or adaptations to the Links without Company's explicit written consent. All Links should be hosted on the Company server unless an exception is granted in writing by Company. The Affiliate must refrain from any actions that could obstruct or disable these links. If Company requests, the Affiliate must adjust or modify Links or Tracking mechanisms as directed. Moreover, the Affiliate agrees not to tamper with Tracking devices unless explicitly directed by Company.

5. Affiliate Commitments

5.1. The Affiliate assures that it:

5.1.1. Holds exclusive responsibility for the creation, operation, and content of, and all material linked to, their Platforms.

5.1.2. Will refrain from making any claims, guarantees, or statements about Company or any Client or their respective offerings, unless explicitly permitted.

5.1.3. Ensures that the Affiliate's Platforms neither mimic the appearance of the Program Website nor give the impression of being endorsed by Company or Clients, unless they have received prior written consent.

5.1.4. Guarantees that all content on the Affiliate's Platforms or used in association with the Affiliate Program (i) is lawful, (ii) does not infringe on the rights of any third party,

and (iii) doesn't contain or link to any content that is harmful, defamatory, explicit, promotes harm or discrimination, or any other "Objectionable Content" as defined by Company.

5.1.5. Adheres to all obligations and regulations related to their business, their Platforms, or their use of the Links, as outlined in this Agreement.

5.1.6. Follows the terms and policies of any third-party services employed in the Affiliate Program, including email services, social media platforms, and advertising networks.

5.1.7. Clearly displays any terms and conditions related to the Offer as set by Company or the Client, or as mandated by relevant laws.

5.1.8. Always provides a clear and comprehensive privacy policy, in line with all relevant laws, detailing all data collection, usage, and sharing practices. This includes the collection of personal data in relation to the Affiliate Program and sharing this data with Company and Clients for their intended purposes.

5.1.9. Ensures that Company advertisements are not displayed on any online auction platforms, such as Amazon, and the like.

6. Non-Engagement Clause

Affiliate commits not to initiate or attempt to establish contracts directly or indirectly with any of Company's clients (referred to individually as a "Client" and collectively as "Clients"), whether through a Client's advertising agency, intermediary, or any other third party. Should the Affiliate have questions regarding the status of any individual or entity as a client of Company, Company will promptly provide clarification in writing. Given the potential irreparable damage to Company due to the Affiliate's actions, and the difficulty in measuring such harm, financial compensation alone may not be a sufficient remedy. Therefore, the Affiliate acknowledges that Company has the right to seek an injunction to prevent or halt any actions by the Affiliate that breach this provision, with such injunction to be granted by a competent court based on evidence of the Affiliate's breach.

7. Promotional Program Guidelines

7.1. Email Promotions. For all email-based promotions, the Affiliate is required to download the "Exclusion List" from the Offers segment of Company. Affiliates must cross-reference their email list with the Exclusion List, ensuring that any addresses on the Exclusion List are removed from their campaigns. While Company will embed an opt-out feature in all Links, should any opt-out requests be directed to the Affiliate, they must be promptly relayed to Company. Emails from Affiliates that contain the Links should not have any other content, barring what's mandated by law.

7.1.1. The Affiliate acknowledges that neglecting to access the Exclusion List and cleanse their email list prior to dispatch may lead to withheld commissions, suspension or removal from parts or the entirety of the Affiliate Program, potential legal

repercussions, and any other actions or remedies that Company deems appropriate. Affiliates also agree not to engage with or market to any exclusion files generated via the Company network, understanding that such actions can have similar consequences.

7.2. Network-Based Promotions. For Affiliates who operate their own affiliate networks, they must ensure that the Links are available within their network for use by their associated affiliates (termed "Third Party Affiliates"). Affiliates must explicitly prohibit any Third Party Affiliate from altering the Links. Affiliates are expected to uphold the highest industry standards for their networks. No Third Party Affiliate should be associated with content that contains Objectionable Content. All Third Party Affiliates should maintain a positive standing with the primary Affiliate. It's imperative that all Third Party Affiliates formally and verifiably accept this Agreement before accessing the Links. Affiliates are expected to swiftly sever ties with any Third Party Affiliate who breaches this Agreement's terms. If there's suspicion of malpractice by a Third Party Affiliate regarding the Links, the Affiliate must disclose the identity and contact details of the said party to Company. Affiliates should immediately exclude any Third Party Affiliate from the program upon receiving written notice from Company. If Company hasn't received accurate and complete details about a Third Party Affiliate, and unless the Third Party Affiliate has formally accepted this Agreement as recorded by Company, the primary Affiliate remains accountable for the actions or neglect of any Third Party Affiliate.

7.3. Ad Campaigns. Links should not be associated with or appear on chat platforms or forums unless Company provides written consent. Any pop-up or pop-under ads used in the Affiliate Program must clearly indicate that they are served by the Affiliate in the window's title bar. If the Affiliate uses client-side ad-serving software, it should only be installed on a user's device if its functionality is transparently disclosed to users before installation, the installation follows a clear and user-friendly licensing agreement, and the software can be effortlessly uninstalled using standard methods.

8. Program Engagement

Company will supply the Affiliate with resources to develop a website optimized for search engines. Alternatively, the Affiliate has the option to design their own site. Regardless of the approach, the website cannot go live or receive any traffic until it undergoes a review and receives approval from Company. If the Affiliate already operates a website, it will be subject to Company's review and endorsement. This approval can be granted either in writing or electronically. All websites associated with the Program will feature links ("Links") provided by Company, directing users to product sales pages managed by Company. The entities or features the Affiliate chooses to include on their website must also receive Company's approval, which won't be unreasonably denied. If any of Company's clients supply content containing embedded bots, data miners, links, or other forms of creative content, graphics, text, or HTML, such content will always remain the exclusive property of Company.

9. Ownership and Usage

9.1. Company provides the Affiliate with a revocable, non-exclusive, non-transferable, and non-sub-licensable license to utilize the Site (including any Designated Promotional Materials available) and any resulting data or reports (termed "Site Data"). This is solely for promoting the Programs in line with these Terms and the specific Program Terms. If an Affiliate also oversees its own affiliate network, they cannot share the Program with their affiliates without Company's prior written consent. If an Affiliate breaches these terms, in addition to other remedies, they may forfeit any payments due from Company.

9.2. The Affiliate acknowledges that they have no rights to the Site's software, data, methodologies, content, or any elements therein. They can only access the Site through approved methods. Any proprietary information or data received from Company remains its exclusive property. Upon termination or if directed by Company, the Affiliate must cease using and destroy all data and materials belonging to Company or its Advertisers.

9.3. Company retains complete ownership of all rights, titles, and interests related to the Links and any user data that is collected and derived through the activities as outlined in this Agreement. Occasionally, Company might embed specific data mining tools, referred to as "Data Miners", within these Links. Any data extracted through these Data Miners is exclusively owned by Company.

From time to time, to assist the Affiliate in enhancing the quality of leads or to improve the overall quality and mutual benefits of their collaborative activities, Company might choose to share the data obtained from these Data Miners with the Affiliate. If such data is shared, the Affiliate commits to: use this data solely for the purposes it was provided for; not share this data with any third-party or entity without obtaining written consent from Company.

Furthermore, if Company decides to provide the Affiliate with advertising creative content, web design services, or any other type of web content (referred to as "Web Content"), the Affiliate must adhere to the following:

- (i) Use the Web Content in the exact format it was provided by Company, without making any modifications unless they have received written approval from Company.
- (ii) Use the Web Content strictly as permitted by Company in writing. If Company requests the Affiliate to stop using a particular advertising creative, the Affiliate must comply within two (2) business days of receiving such a request.

10. Deception or Fraud

10.1. Affiliates are strictly forbidden from engaging in any form of deception, fraud, or any activity that violates the law, interferes with other affiliates, or falsifies information related to referrals via the Links or the generation of Commissions. This includes, but is not limited to, using automated tools to artificially increase click counts or form

completions, employing spyware, stealware, engaging in cookie-stuffing, or any other deceptive practices or click-fraud. The sole discretion to determine any fraudulent activity lies with Company.

10.2. Company proactively monitors all traffic to detect any signs of deception or fraud. If any such activities are identified, based solely on Company's discretion, the Affiliate's account will be temporarily deactivated while a thorough investigation is conducted. Certain red flags can lead to an Affiliate's account being flagged, including:

10.2.1. If the Affiliate's click-through or conversion rates are significantly higher than the industry norms, and there's no clear or reasonable justification for such elevated rates that satisfies Company.

10.2.2. If the Affiliate solely relies on click or lead generation programs to generate clicks or leads without any evidence from site traffic to support the reported clicks or leads.

10.2.3. If the leads provided by the Affiliate are deemed fraudulent by the Advertisers.

10.2.4. If the Affiliate uses any form of incentives to encourage clicks or leads.

10.2.5. If the leads provided by the Affiliate are not obtained through genuine consumer actions. For example, using phone directories or similar databases to fill out lead generation forms is considered fraudulent.

10.2.6. If the Affiliate employs fake redirects, automated software, or any other deceptive methods to generate events from the Programs.

10.3. Campaigns that utilize co-registrations will be deemed fraudulent and will not be compensated.

10.4. Affiliates found to be fraudulently adding or inflating leads or clicks through deceptive traffic generation methods (like pre-populating forms or using sites in co-registration campaigns not approved by the Advertiser) will face severe consequences. As determined solely by Company, such Affiliates will lose all their commissions across all programs, and their accounts will be terminated. If an Affiliate is alerted about potential fraudulent activities on their Media and fails to act promptly to halt these activities, they will be held responsible for all associated costs and legal fees. Moreover, if an Affiliate has already been compensated for such fraudulent activities, Company reserves the right to either deduct the amount from future earnings or demand a refund from the Affiliate.

11. Payment Details

11.1. In accordance with the terms of each program, affiliates are paid their dues. After an affiliate makes a cash-out request on the platform, Company aims to process and pay out the owed amounts within approximately 30 calendar days. However, the payout may be reduced by any taxes legally required to be withheld. Additionally, Company reserves the right to withhold payments if they are awaiting payment from an advertiser for a specific program.

11.2. Affiliates are compensated by Company for each "Qualified Action" they generate. A Qualified Action refers to an authentic individual who accesses the Program Web Site through a specific Link, which must be the final link they click before reaching the site. This individual shouldn't be a simulated user (like bots or scripts), shouldn't use pre-filled forms, must complete all required information within the allowed timeframe set by Company, and must not be deemed as fraudulent, incomplete, or a duplicate by Company at a later time.

11.3. Company issues monthly commission payments, but only if an affiliate's account balance exceeds \$1,000.00. If the balance is below this threshold, it's carried over to the subsequent month and continues this way until reaching the \$1,000.00 mark. However, Company retains the right to retract payments for any Qualified Actions that, upon further review, don't meet the necessary criteria.

11.4. Company will auto-generate an invoice for the Affiliate, reflecting all due commissions under this agreement, and will make payments based on this invoice. Company solely determines the tracking of Links and validation of Qualified Actions and Commissions. If the Affiliate has concerns about any invoice part, they must formally dispute it in writing, detailing their concerns, within 30 days of the invoice date. Failing to dispute means the Affiliate forgoes any future claims on that invoice. If the Affiliate also tracks Qualified Actions and notices discrepancies, they should share their findings with Company within three days post the month's 30th day. If there's a variance of over 10% between Company's and the Affiliate's data, and if Company deems the Affiliate's tracking methods standard, both parties will collaboratively seek a resolution. If no agreement is reached, Company's data prevails.

11.5. Commissions are paid to the Affiliate based on funds Company receives from its Clients. If a Client doesn't provide the necessary funds to Company, the latter isn't liable to pay the corresponding Commissions to the Affiliate. The Affiliate thus waives any claims for such Commissions.

11.6. Company can halt payments to the Affiliate if the Affiliate breaches this Agreement, fails to adhere to specific Program requirements, or doesn't meet stipulations set in this Agreement or within a Program.

11.7. Should the Affiliate owe any amounts to Company, either from this Agreement or any other contract between them, regardless of its relation to the Affiliate Program, the Affiliate consents that Company can deduct such owed amounts from any payments due to the Affiliate under this Agreement.

11.8. If the Affiliate breaches the Terms and Conditions, they may lose the right to any amounts Company owes them. Company can also deduct or withhold payments if Advertisers offset amounts due to reasons like fraudulent traffic, invalid activities, technical issues, or tracking discrepancies. Data determining Affiliate's compensation is provided electronically by Company. Any discrepancies in this data must be raised in writing within 10 days of receiving it; otherwise, it's considered accurate by the Affiliate. Payments are only for Events during the active Program period. Payments are based on

Events as reported by Company, and no compensation will be given for Events missed due to Affiliate's mistakes.

12. Representations and Guarantees/Warranties

12.1. Mutual Representations. Both parties hereby declare and ensure that:

- i. This Agreement stands as a lawful, valid, and binding commitment for them, enforceable in line with its provisions;
- ii. They possess the necessary authority to initiate and fulfill the services discussed in this Agreement, in alignment with these Terms and Conditions;
- iii. There isn't any existing contract, commitment, or agreement they are part of that might conflict with these Terms and Conditions;
- iv. Throughout the duration of any Program under this Agreement, they will adhere to all relevant laws and regulations.

Furthermore, neither party offers any direct or implied guarantees, representations, or warranties regarding the extent of consumer engagement or response that the Programs might generate.

12.2. Affiliate's Commitments. The Affiliate commits to the following:

- i. Not to send unsolicited commercial emails (SPAM). This means they will only send commercial emails related to the Programs to recipients who have given their explicit consent.
- ii. Not to post specific messages about any Programs on newsgroups, chat rooms, bulletin boards, or any other platforms unless they have written approval from Company.
- iii. Not to promote or link from their website to any sites that contain content that is pornographic, racially or ethnically offensive, political, supports software piracy or hacking, promotes hate, or any other content that is illegal or objectionable, including content mentioned in paragraph 1.8.2.
- iv. To use the Site only in the manner intended and outlined in this Agreement.
- v. To avoid any deceptive, misleading, or unfair trade practices, and to refrain from any illegal or fraudulent activities when promoting any Programs.
- vi. Not to engage in any performance-based advertising relationships with any Advertiser within the Company network for 180 days after becoming an approved Affiliate, unless they can prove an existing business relationship with the Advertiser to Company's satisfaction. Both parties recognize and agree that if the Affiliate breaches these commitments, Company is entitled to damages equivalent to 45% of the gross revenues generated from sales made by the Advertiser through the Affiliate's advertising or marketing efforts.

12.3. Affiliate's Responsibilities and Consequences of Breach:

The Affiliate commits to:

- Execute web advertising campaigns for the Advertiser, ensuring they align with the highest industry benchmarks.

- Upon request, promptly provide IP Information and any other related details sought by Company within a business day. Not adhering to this may lead to the Affiliate's suspension or termination and/or the deactivation of all links related to any Programs accessed by the Affiliate.

The Affiliate should be aware that any violation of these commitments can lead to immediate suspension or termination of their relationship with Company at Company's sole discretion. In such cases, the Affiliate will lose any rights to compensation previously owed by Company. These actions are in addition to any other legal remedies that Company might pursue. Furthermore, the Affiliate recognizes and accepts that Company is not liable for any breaches of applicable laws or regulations by Advertisers, including but not limited to the CAN-SPAM Act.

12.4. Affiliate's Assurances on Media and Content:

The Affiliate assures and confirms the following:

- Their Media strictly adheres to all relevant laws and regulations.
- Their Media neither contains nor promotes, and also doesn't link to any other website that promotes or contains, content that is slanderous, defamatory, abusive, violent, biased, obscene, sexually explicit, or illegal in nature.
- The database maintained by the Affiliate only consists of e-mail addresses that have given explicit permission to be included (opted-in).
- The Affiliate possesses or has the lawful authority to use and distribute all content, copyrighted materials, products, and services showcased on their Media.
- The Affiliate is in full compliance with all the terms and conditions outlined in this agreement.

13. Privacy Policy

13.1. Any information provided by end-users to the Affiliate through an Affiliate program is deemed proprietary to Company, its Affiliates, and/or advertisers. This information is confidential and the Affiliate is prohibited from disclosing, reproducing, distributing, selling, or exploiting it in any way. The Affiliate commits to securely store this data in line with industry standards and relevant laws, ensuring its strict confidentiality.

13.2. The Affiliate is obligated to maintain a privacy policy that adheres to all relevant privacy laws, rules, and regulations in every jurisdiction. This includes, but is not limited to, compliance with the (EU) 2016/679 (General Data Protection Regulation).

13.3. The Affiliate must have a Privacy Policy displayed prominently on all its websites involved in the Programs. This policy should transparently explain the collection and processing of consumer information.

14. Customer Information. Non-Disclosure. Confidentiality

14.1. Information provided by end-users to the Affiliate as part of a Program is considered proprietary to Company, its affiliates, and/or the Advertisers. This

information is confidential, and the Affiliate is prohibited from disclosing, reproducing, distributing, selling, or exploiting it in any way. The Affiliate commits to securely store this data in line with industry standards.

14.2. Unless otherwise stated in this Agreement or with Company's consent, the Affiliate agrees to keep all information, including but not limited to the Agreement's terms, business and financial details, customer and vendor lists, and pricing and sales data, strictly confidential. This information, provided by or on behalf of any affiliated parties, should not be used by the Affiliate for any purpose other than participating in the Affiliate Program. This is true unless such information is publicly known or available through a source other than the Affiliate. The Affiliate is also prohibited from using any information from the Affiliate Program to create, improve, or operate a competing service or to assist someone else in doing so.

14.3. The Affiliate must ensure that all information provided under this Agreement remains strictly confidential.

15. Remedies

Beyond the rights and remedies stipulated in this Agreement, Company retains the right to delete any actions channeled through your Links, and to withhold, freeze, or charge back any unpaid or paid Commissions to the Affiliate's account under the following circumstances: (i) If Company concludes that the Affiliate has breached this Agreement; (ii) If complaints are received about the Affiliate's involvement in the Affiliate Program, which Company reasonably deems to be in violation of this Agreement; or (iii) If any Qualified Action is later discerned to not meet the criteria outlined in this Agreement or in the Affiliate Program. The act of withholding, freezing, or charging back Commissions will be executed irrespective of whether the Commissions were accrued as a consequence of such breach. In scenarios of significant breaches of this Agreement, Company retains the right to unveil the Affiliate's identity and contact details to relevant law enforcement or regulatory bodies, or to any third party that has incurred direct damages due to the Affiliate's actions.

16. Anti-Spam Policy

Affiliates are mandated to adhere strictly to the federal CAN-SPAM Act of 2003 ("Act") and any other relevant regulations, based on the jurisdiction where the Affiliate Program is executed. Every email associated with the Affiliate Program must contain the relevant parties opt-out link. Occasionally, prior to dispatching emails that link or reference the Affiliate Program, we may ask you to forward the final version of your email to Company for review. This can be done by sending it to your designated Company representative. Only upon receiving a written approval from Company can the email be sent to third parties. The responsibility of ensuring the email's compliance with the Act rests solely with you. You are not to depend on Company's approval of your email as a

sign of compliance with the Act, nor should you claim compliance with the Act based on Company's approval.

17. Referral Program

Company has instituted a Referral Program that allows Affiliates to earn specific rewards, termed as "Rewards", by directing individuals to the website using a unique link generated within the Affiliate's account. It's essential to note that, irrespective of the terms used, these Rewards are accounted for in US dollars.

17.1. Eligibility: Within the context of this program, Affiliates making the referrals are termed as "Couches", while those who are on the receiving end of these referrals are designated as "Referrals".

17.2. Term of the Referral Program: The Referral Program becomes active from the moment of registration on the website and remains valid for a duration of 6 (six) calendar months. Post this 6-month period from the registration date, the Referral Program concludes.

17.3. Participation Procedure: To be a part of this program, one needs to visit the website, access their account, and adhere to the instructions displayed on-screen to share the referral link with friends.

17.4. Acquiring Rewards: A Couche, provided they strictly adhere to the stipulated conditions of the Referral Program, stands eligible to earn Rewards. All Rewards are denominated in US dollars. A compliant Couche can earn Rewards for the Referrals they make, with the specifics detailed within the Couche's account. Every Couche is granted access to a distinct, personal page within their account, which displays the status of their Referrals, their progression, and other pertinent details related to the Referral Program. It's advisable for Couches to periodically review their accounts.

17.5. Your Access to the Program and Reward(s). Company holds the right to, without prior notice and at its sole discretion, revoke, suspend, or limit your access to the Referral program, the Website, and your Account. This includes the refusal to grant, suspension of, or removal of any Reward from your Account if fraudulent activities are suspected. Such suspicions can arise in situations like the Referrer and the Couche being the same individual using multiple accounts to gain Rewards. Other reasons for such actions can be suspicious, abusive, or illegal activities, or any actions that breach the Referral program terms or associated documents. If Company believes a Reward might lead to potential liabilities for the company, its subsidiaries, affiliates, or any associated personnel, similar actions can be taken. If your access to the Referral program, Website, or Account is terminated or suspended by Company, your right to use the Rewards is also immediately terminated.

17.6. Revision of the Referral program terms. Company retains the right to alter, adjust, introduce, or remove clauses from these Referral program terms whenever it deems necessary. Such changes, whether temporary or permanent, will be at the sole discretion of Company. Any modifications will become effective five (5) business days after their

announcement. If you disagree with any alterations to these Referral program terms, your participation in the Referral program will not be recognized. Choosing to opt out of the Referral program might lead to the forfeiture of all accumulated Rewards. If you decide to rejoin the Referral program after opting out, you might be considered a new participant.

17.7. Guidelines and Limitations: Company holds the exclusive right to modify, add, or eliminate any aspect of the Referral program, including but not limited to Referrals, Conversions, Actions, Thresholds, and Rewards, at any given point during the term of the Referral Program. Such alterations might influence your potential to accrue Rewards. It's imperative to note that Rewards can only be obtained or redeemed via the Website.

All elements like Referrals, Conversions, or Actions are subject to validation by Company. The decisions made by Company regarding these validations are definitive, binding, and are based solely on its discretion. Rewards are presented "as is," and it's recognized that Company hasn't provided any guarantees, affirmations, or warranties, be it explicit or implicit, regarding the Rewards. Any lost or misplaced Rewards will not be replaced by Company. The specifics of the Rewards are determined solely by Company. If deemed necessary, Company retains the right to offer a substitute Reward of similar or higher value. The range and nature of Rewards can be altered at any moment based on Company's discretion. It's your responsibility to manage any additional costs or expenses linked with a Reward, as might be further detailed on the Website.

Rewards are non-transferable between users or accounts, and accounts, irrespective of whether they hold rewards, cannot be sold on third-party platforms. Company strictly prohibits and does not recognize any supposed transfers of rewards. Violating this stipulation is a serious breach of the terms, potentially leading to account termination and exclusion from the referral program.

17.8. Termination of the Referral program. Company retains the right, under the stipulations of these Referral program terms, to either suspend or terminate the Program at its sole discretion for any given reason. This decision can impact your ability to earn Reward(s). YOU UNDERSTAND THAT COMPANY IS UNDER NO OBLIGATION TO OFFER A REFUND FOR ANY REASON, AND THAT YOU WILL NOT BE ENTITLED TO ANY MONETARY OR OTHER COMPENSATION UPON THE CONCLUSION OF THE REFERRAL PROGRAM OR WHEN AN ACCOUNT IS TERMINATED, REGARDLESS OF WHETHER SUCH TERMINATION WAS INITIATED VOLUNTARILY OR INVOLUNTARILY.

18. Intellectual Property Rights

18.1. All copyrights, trademarks, intellectual property rights, know-how, and other rights related to Company, the Affiliate Program, or the software essential for the Affiliate Program are either owned by or licensed to Company.

18.2. The Affiliate, or the rightful owner who has granted the Affiliate the necessary license, possesses the Intellectual Property Rights to all information, products, materials, elements, designs, creations, drafts, and other works, including those within advertising materials and on the Affiliate's website. This ensures the fulfillment of these Terms and Conditions without any restrictions or costs to Company.

18.3. The Affiliate safeguards Company from any third-party claims related to Intellectual Property Rights infringements and indemnifies Company against such claims.

18.4. The Affiliate assures that it does not violate any third-party rights, including Intellectual Property Rights.

18.5. The Affiliate holds exclusive responsibility for the creation, functionality, and content of their website. This encompasses tasks such as the website's technical operations, equipment related to it, crafting and posting product reviews, descriptions, references, and linking those to the program site. The Affiliate must also ensure the accuracy of the content on their site, its appropriateness, and that it doesn't infringe on third-party rights, including but not limited to copyright violations, or contain any libelous or illegal material. Company explicitly distances itself from any liabilities related to these aspects.

19. Limitation of Liability. Disclaimer of Warranty

19.1. Except as otherwise stipulated in this agreement, neither Company nor any Affiliate shall be held accountable to the other for any lost profits or any unique, incidental, consequential, exemplary, punitive, or other indirect damages arising from any cause, regardless of the basis of the claim, be it contract breach, tort (including negligence), or any other reason. This holds true even if they have been informed of the potential for such damages.

19.2. Given the inherent uncertainties of internet functionality, company cannot assure uninterrupted service or the complete avoidance of service interruptions pertaining to the links or our services. Further elaborating, the links, client sites, and any other materials provided to affiliate are offered "as is." company does not provide any warranties, whether direct or implied, by law or otherwise. Specifically, company disclaims all warranties, whether express, implied, or statutory, including but not limited to warranties of title, non-infringement, and the following:

- (a) suitability for a specific purpose or general merchantability,
- (b) absence of viruses or other malicious components,
- (c) adequacy of security measures under all circumstances and against all types of threats,
- (d) the correctness, accuracy, or reliability of any information contained within, and
- (e) uninterrupted enjoyment and usage.

Company does not claim that the affiliate program or links will fulfill the specific needs of the affiliate or that their operation will be entirely error-free or uninterrupted. Any liability arising from the actions or omissions of a client or their products or services is expressly disclaimed by company. Furthermore, company does not assure that affiliates will secure any specific amount in commissions.

19.3. In no event shall Company be liable for any unavailability or inoperability of the links, program web sites, technical malfunction, computer error, corruption or loss of information, or other injury, damage or disruption of any kind beyond the reasonable control of Company. in no event will Company be liable for any indirect, incidental, consequential, personal injury/ wrongful death, special or exemplary damages, including but not limited to, loss of profits or loss of business opportunity, even if such damages are foreseeable and whether or not Company has been advised of the possibility thereof. cumulative liability of Company to affiliate, from all causes of action and all theories of liability, will be limited to and will not exceed the amounts paid to affiliate by Company in commissions during the six (6) months immediately prior to such claim.

19.4. The Affiliate shall keep Company harmless for and indemnify Company against any claims including claims for damages or costs, including claims made on the basis of Intellectual Property Right infringement in relation to the Affiliate Program or these Terms and Conditions.

19.5. Company makes no representations and warranties whatsoever, and disclaims any responsibility and liability, regarding the content or nature of any specified Advertising Materials or Affiliate Program made available on the Site, or any product or service advertised in connection therewith. Company has no liability to Affiliate for unapproved materials, including all copy, images, URL names, and search terms used by Affiliate to promote the client Affiliate. Company makes no representations whatsoever about any other website which Affiliate may access through the service. When Affiliate accesses a website that is not associated with and independent from Company, Affiliate acknowledges that Company has no control over the content of that website. Furthermore, a link to a non-Company website does not mean that Company endorses or accepts any responsibility for the content or the use of such website. It is Affiliate's sole responsibility to take precautions to ensure that websites, downloads, attachments, and other such files are free of such items as Trojan horses, worms, viruses, and other items of a destructive nature.

20. Indemnity

Affiliate agrees to indemnify, defend and hold harmless Company, its parents, affiliates and/or subsidiaries, and each of their respective officers, directors, Affiliates, members, managers, employees, agents and attorneys, from and against any and all liabilities, claims, actions, suits, proceedings, judgments, fines, damages, costs, losses and expenses (including reasonable attorneys' fees, court costs and/or settlement costs) arising from or related to: (i) Affiliate's, or a Sub-Affiliate's, breach of this Agreement

and/or any representation or warranty contained herein; (ii) the Affiliate Websites, Affiliate Database, and/or Affiliate's or any Sub -Affiliate's marketing practices; (iii) any third party allegation or claim against Company relating to a violation of any Laws and Regulations; (iv) any allegation that Affiliate or a Sub - Affiliate has infringed upon the trademark, trade name, service mark, copyright, license, intellectual property or other proprietary right of any third party; (v) any non-Advertising Campaign related content, goods or services offered, sold or otherwise made available by Affiliate on and through the Affiliate Websites, Affiliate Database or otherwise; (vi) any claim that Company is obligated to pay any taxes in connection with Affiliate's participation in the Affiliate Program; and/or (vii) Affiliate's or any Sub - Affiliate's participation in the Affiliate Program, in any manner whatsoever. You will promptly assume such defense with counsel deemed reasonably acceptable to us upon written notice to you of such an indemnifiable claim. Company reserves the right to participate in the defense at its sole expense. You agree that you will not settle any indemnifiable claim without our prior written approval of Company. Affiliate shall immediately notify Company if Affiliate receives notice of any complaints, inquiries or investigations related to the Affiliate Websites, Affiliate Database, any Sub -Affiliates or any other violations in connection with Affiliate's or any Sub- Affiliate's business whether or not Affiliate is obligated to indemnify Company for such claim hereunder.

21. Force Majeure

Neither party shall be deemed in default of these Terms and Conditions to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, or any other cause beyond the reasonable control of such party; provided, that the party whose performance is affected by any such event gives the other party written notice thereof within three (3) business days of such event or occurrence.

22. Notification of Legal Action

Affiliate will immediately notify Company of any current, impending, or potential legal action against it by a third party for matters relating to email, email complaints, email deployment, and violations of CAN-SPAM.

23. Term and Termination

23.1. This Agreement will commence on the date when your application to the Affiliate Program is approved and will continue until it is terminated in line with the stipulations provided in this document. If you wish to terminate your participation in the Affiliate Program, you can do so at any point by removing all Links from your Media and ensuring all copies of these Links are deleted. In situations like these, the Affiliate retains the right to conclude these Terms and Conditions for any reason they see fit, but they

must provide a written notice at least 1 (one) calendar month prior to the intended termination date.

23.2. Company reserves the right to either terminate these Terms and Conditions or suspend the Affiliate Program pertaining to one or multiple campaigns at its own discretion for any given reason. This includes, but is not limited to, situations where: (i) Company deems the Affiliate or the content of their website as unsuitable in any manner; (ii) the Affiliate engages in fraudulent or illegal activities, attempts to manipulate the tracking code on their website, or breaches any provision of these Terms and Conditions; (iii) the Affiliate fails to adhere to any relevant laws or regulations; or (iv) if Company determines, based on its sole judgment, that the Affiliate Program is not generating a sufficient number of Conversions over a span of four (1) month.

23.3. Company holds the right, based on its sole and complete discretion, to conclude any Program whenever it sees fit and for any reason it deems necessary. This can be done without giving prior notice to the Affiliate either by deactivating the Links or by sending a written notification. Once your participation in one or more Programs under this Agreement is terminated for any given reason, you are obliged to immediately halt all usage of and delete all Links, as well as any intellectual property belonging to Company or the Client. Furthermore, you must stop presenting yourself as an affiliate of Company or the Client for those specific Offers. Any rights to payments that have been rightfully accumulated, any causes of action, and any clauses which are designed to continue post-termination, will persist after the termination. Additionally, Company retains the authority to revoke the Affiliate's access to the Site at any given time without providing any notice.

23.4. Upon issuing a termination notice, it will be dispatched via email and will take effect immediately. This implies, among other aspects, that the Affiliate must halt all promotional activities forthwith. Any funds owed to the Affiliate at that point will be disbursed during the subsequent billing cycle. However, if these funds were accrued in association with deceptive or fraudulent actions, as solely determined by Company, they will not be paid out. The commitments, guarantees, and duties outlined in sections 13, 14, 18, and 19 will persist in full effect even after the termination of this Agreement. Furthermore, all financial obligations that arose prior to the termination date will continue to be binding until they are fully settled.

24. Modifications

In addition to any notice permitted to be given under this Terms and Conditions, we may modify this Terms and Conditions at any time. Such modified Terms and Conditions shall be effective upon announcement thereof on Company website or notification to Affiliate. By continuing to participate in Affiliate Program after such announcement or notification, Affiliate will be deemed to have accepted such modification. Therefore, Affiliate should regularly check the Web-site for updates and/or changes. If the modifications are unacceptable to you, you may terminate this Agreement without

penalty solely on the account of such termination within such ten (10) business day period. Your continued participation in this Affiliate Program ten (10) business days after a change notice has been posted will constitute your acceptance of such change. In addition, Company may change, suspend or discontinue any aspect of an Offer or Link or remove, alter, or modify any tags, text, graphic or banner ad in connection with a Link. Affiliate agrees to promptly implement any request from Company to remove, alter or modify any Link, graphic or banner ad that is being used by Affiliate as part of the Affiliate Program.

25. Final Provisions

25.1. The present Terms and Conditions, along with the terms for each of the Programs, constitute the entire agreement between the parties and supersede all prior agreements or understandings between them.

25.2. By submitting an application to the Affiliate Program, you accept and acknowledge that you have read this Agreement in its entirety and agree to be bound by all of its terms and conditions. You have independently evaluated the desirability of participating in the Affiliate Program and each Offer and are not relying on any representation, guarantee or statement other than as set forth in this Agreement or on the Affiliate Program. If you do not wish to be bound by this Agreement, you should not submit an application to the Affiliate Program. If an individual is accessing this Agreement on behalf of a business entity, by doing so, such individual represents that they have the legal capacity and authority to bind such business entity to this Agreement.

25.3. No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

Affiliate may not assign any of its rights hereunder without the prior written consent of Company, which may be withheld for any reason.

25.4. In the event that any provision of present Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

25.5. The present Terms and Conditions, the terms of the Programs, and the relationship contemplated thereby, shall be governed by the Arbitration Institute of the Stockholm Chamber of Commerce, without giving effect to principles of conflicts of law. Each party, to the extent permitted by applicable law, hereby irrevocably and unconditionally (i) submits to the general jurisdiction of the federal and Arbitration Institute of the Stockholm Chamber of Commerce; (ii) agrees that any action or proceeding concerning this agreement will be brought exclusively in such courts; and (iii) waives any objection it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding in any such court was brought in an inconvenient court and agrees not to claim or plead the same.

25.6. The parties agree that Company is acting as an independent contractor and that the relationship between Company and Affiliate shall not constitute a Affiliateship, joint venture or agency. Neither Company nor any of its employees or agents (collectively referred to herein as the "Employees") (i) is an employee, agent or legal representative of Affiliate, or (ii) shall have any authority to represent Affiliate or to enter into any contracts or assume any liabilities on behalf of Affiliate.

25.7. Affiliate may not make any mention of Company or any Company client in any publicity materials advertising or otherwise presenting information on Affiliate's company and services, including without limitation listing Company or any of its clients in Affiliate's customer lists, without the written consent of Company, whose consent may be withheld for any reason or for no reason.

25.8. Any notice, communication or statement relating to this Agreement shall be in writing and deemed effective: (i) upon delivery when delivered in person; (ii) upon transmission when delivered by facsimile or email; or (iii) when delivered by registered or certified mail, postage prepaid, return receipt requested or by nationally-recognized overnight courier service to the address of the respective party as indicated herein. E-mail address for communication with the Company: info@affgenius.com.