

# Advertising Policy

The purpose of this policy is to stipulate rules for advertising, which should be applied for participation in AIVIX (MIRRIAM CORP LP, address of registration: suite 1, 4 Queen Street, Edinburgh, EH2 1JE, Scotland, UK) Affiliate Programs. This policy is the governing document over all advertising.

## 1. Prohibited Content

The content of Affiliate's Media shall be subject to Aivix's subjective approval and must comply with all applicable laws and regulations (including all laws respecting intellectual property rights) and, in any event, shall not include the following:

- 1.1. Pornographic material, including any material appealing to the prurient interests.
- 1.2. Racial, ethnic, political, hate-mongering or otherwise objectionable content.
- 1.3. Investment, money-making opportunities or advice not permitted under law.
- 1.4. Gratuitous violence or profanity.
- 1.5. Material that defames, misrepresents, abuses, or threatens physical harm to others.
- 1.6. Promotion of illegal substances or activities such as illegal online gambling, how to build a bomb, counterfeiting money, etc.
- 1.7. Software Pirating.
- 1.8. Obscenity and any spoofing, redirecting, or trafficking from adult-related websites in an effort to gain traffic.
- 1.9. Infringement or violations of the patents, copyrights, trademarks, rights of publicity, rights of privacy, moral rights, music performance or other music-related rights, or any other right of any third party.
- 1.10. Any illegal activity whatsoever.
- 1.11. Links to any affiliate networks

## 2. Rules Governing Email Campaigns

2.1. In the event that Aivix or Affiliate receives a complaint from any recipient of a Program transmitted by Affiliate, upon Aivix request Affiliate will immediately provide Aivix with appropriate records verifying that recipient's consent to receive email transmissions from Affiliate. Such records include, but may not necessarily be limited to, the Internet address of Affiliate's opt-in/opt-out website, the date of the recipient's action, and Affiliate's privacy policy.

2.2. Affiliate may not use an advertiser's name (including any abbreviation thereof) in the originating email address line or subject line of any email transmission.

2.3. No Misleading Headers or Other Masking of Email Origin. An email may not include falsification of header information, false registrations for email accounts or IP addresses used in connection with email ads, and retransmissions of an email ad for

the purpose of concealing its origin. Affiliate and/or their email delivery providers are prohibited from relaying or retransmitting emails from a computer or computer network that was accessed without authorization.

2.4. Subject lines may not be false or misleading such that it would likely mislead a reasonable recipient as to the contents or subject matter of the message. Affiliate may only use approved Specified Advertising Materials, including subject lines available provided by Aivix or subject lines for which Affiliate has documented approval from Aivix

2.5. Specified Advertising Materials consisting of email messages must contain clear identification. Messages containing advertisements or solicitations must identify themselves as such, and do so by "clear and conspicuous" means, for example, by stating in the message body "This advertisement is brought to you by (Your Company)". Further, the sender must identify itself as the initiator and sender of the email including company name, email and physical address

2.6. Effective Method of Opting Out of Future Mailings. Senders of commercial emails must give recipients an effective means of requesting not to receive future email ads from that sender. At a minimum, the Affiliate must give the recipient the ability to send a reply message to unsubscribe, opt out via postal letter and provide a functioning unsubscribe link that must remain in operation for 30 days from the date of the original email transmission

2.7. All unsubscribe requests must be implemented within 10 business days from their receipt. You may not sell or transfer an email address once someone has opted out of receiving future communications, whether from only the advertiser or globally

2.8. No Random or Invalid Generation of Email Addresses. Affiliate is responsible for knowing the source of its email list. Email addresses may not be obtained by the use of a program for random generation of email addresses, and/or "scraping" websites or online services. Affiliate must have full opt-in data for all recipients in its database

### **3. In order to participate in AIVIX Affiliate Program, Affiliate is prohibited to**

3.1. Send unsolicited commercial e-mail (SPAM) (i.e., it will send commercial e-mails in connection with any Programs to only those e-mail addresses that have consented to receive such commercial e-mails).

3.2. Post any specific messages to newsgroups, chat rooms, bulletin boards or any other places regarding any Programs unless expressly approved in writing from Aivix.

3.3. Promote via website or link to websites containing any pornographic, racial, ethnic, political, software pirating or hacking, hate-mongering, or otherwise objectionable or illegal content, or any other illegal content.

3.4. engage in any kind of deceitful, misleading or other unfair trade practices, or fraudulent or other unlawful practice when marketing any Programs

### **4. Anti-Spam Policy**

4.1. Advertiser must strictly comply with the federal CAN-SPAM Act of 2003 (the "Act") and another valid regulation, according to the jurisdiction of Affiliate Program realization. All emails sent in connection with the Affiliate Program must include the appropriate party's opt-out link. From time to time, AIVIX may request - prior to

Advertiser's sending emails containing linking or referencing the Affiliate Program that Advertiser submit the final version of Advertiser's email to Aivix for approval by sending it to Aivix representative and upon receiving written approval from Aivix of Advertiser email the email may be transmitted to third parties. It is solely Advertiser obligation to ensure that the email complies with the Act. Advertiser agree not to rely upon Aivix's approval of Advertiser email for compliance with the Act, or assert any claim that Advertiser are in compliance with the Act based upon Aivix's approval

## **5. Affiliates warranties with regard to Advertisement**

5.1. Affiliate is obliged to guarantee that it.

5.1.1. Has sole responsibility for the development, operation, and maintenance of, and all content on or linked to, Advertiser's Media.

5.1.2. Ensures that all materials posted on Affiliate Media or otherwise used in connection with the Affiliate Program (i) are not illegal, (ii) do not infringe upon the intellectual property or personal rights of any third party and (iii) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or otherwise contains materials that Aivix informs Advertiser that it considers objectionable (collectively, "Objectionable Content").

5.1.3. Not make any representations, warranties or other statements concerning Aivix or Client or any of their respective products or services, except as expressly authorized herein.

5.1.4. Makes sure that Affiliate Media does not copy or resemble the look and feel of the Program Web Site or create the impression that Advertiser's Media is endorsed by Aivix or Clients or a part of the Program Web Site, without prior written permission from Aivix.

5.1.5. Complies with all (i) obligations, requirements and restrictions under this Agreement and (ii) laws, rules and regulations as they relate to Affiliate business, Advertiser's Media or Advertiser's use of the Links.

5.1.6. Complies with the terms, conditions, guidelines and policies of any third party services used by Affiliate in connection with the Affiliate Program, including but not limited to, email providers, social networking services and ad networks.

5.1.7. Always prominently posts and makes available to end-users, including prior to the collection of any personally identifiable information, a privacy policy in compliance with all applicable laws that clearly and thoroughly discloses all information collection, use and sharing practices, including providing for the collection of such personally identifiable information in connection with the Affiliate Program and the provision of such personally identifiable information to Aivix and Clients for use as intended by Aivix and Clients.

5.1.8. Always prominently post and make available to end-users any terms and conditions in connection with the Offer set forth by Aivix or Client, or as required by applicable laws regarding such Offers.

5.1.9. Make sure to not place Aivix ads on any online auction platform (i.e. eBay, Amazon, etc).

## 6. Requirements to the Promotional Programs

6.1. Email Campaigns. For all email campaigns, Affiliate must download the "Suppression List" from the Offers section of Aivix. Affiliate shall filter its email list by removing any entries appearing on the Suppression List and will only send emails to the remaining addresses on its email list. Aivix will provide an opt-out method in all Links, however, if any opt-out requests come directly to Affiliate, Affiliate shall immediately forward them to Aivix at mails@aivix.com. Affiliate's emails containing the Links may not include any content other than the Links, except as required by applicable law.

6.2. Affiliate agrees that failure to download the Suppression List and remove all emails from the database before mailing may result in Commission withholdings, removal or suspension from all or part of the Affiliate Program, possible legal action and any other rights or remedies available to Aivix pursuant to this Agreement or otherwise. Affiliate further agrees that it will not mail or market to any suppression files generated through the Aivix network, and that doing so may result in Commission withholdings, removal or suspension from the Affiliate Program, possible legal action and any other rights or remedies available to Aivix pursuant to this Agreement or otherwise.

6.3. Advertising Campaigns. No Links can appear to be associated with or be positioned on chat rooms or bulletin boards unless otherwise agreed by Aivix in writing. Any pop-ups/unders used for the Affiliate Program shall be clearly identified as Affiliate served in the title bar of the window and any client-side ad serving software used by Affiliate shall only have been installed on an end-user's computer if the function of the software is clearly disclosed to end-users prior to installation, the installation is pursuant to an affirmatively accepted and plain-english end user license agreement and the software be easily removed according to generally accepted methods

6.4. Affiliate Network Campaigns. For all Affiliate's that maintain their own affiliate networks, Affiliate agrees to place the Links in its affiliate network (the "Network") for access and use by those affiliates in Affiliate's Network (each a "Third Party Affiliate"). Affiliate agrees that it will expressly forbid any Third Party Affiliate to modify the Links in any way. Affiliate agrees to maintain its Network according to the highest industry standards. Affiliate shall not permit any party to be a Third Party Affiliate whose web site or business model involves content containing Objectionable Content. All Third Party Affiliates must be in good standing with Affiliate. Affiliate must require and confirm that all Third Party Affiliates affirmatively accept, through verifiable means, this Agreement prior to obtaining access to the Links. Affiliate shall promptly terminate any Third Party Affiliate who takes, or could reasonably be expected to take, any action that violates the terms and conditions of this Agreement. In the event that either party suspects any wrongdoing by a Third Party Affiliate with respect to the Links, Affiliate shall promptly disclose to Aivix the identity and contact information for such Third Party Affiliate. Affiliate shall promptly remove any Third Party Affiliate from the Affiliate Program and terminate their access to future Offers of Aivix in the Network upon written notice from Aivix. Unless Aivix has been provided with all truthful and complete contact information for a Third Party Affiliate and such Third Party Affiliate has affirmatively accepted this Agreement as recorded by Aivix, Affiliate shall remain liable for all acts or omissions of any Third Party Affiliate

## 7. Privacy Policy

7.1. Affiliate shall maintain and post in a conspicuous manner on all its websites involved in the Programs, a privacy policy that clearly and adequately describes how consumer information is collected and used.

7.2. Affiliate shall maintain a privacy policy that complies with all applicable privacy law, rules and regulation in each jurisdiction. Affiliate hereby undertakes to comply with all applicable EU, international national laws and regulations in force including, but not limited to, the (EU) 2016/679 (General Data Protection Regulation).

## **8. Customer Information; Non-Disclosure. Confidentiality**

8.1. Except as otherwise provided in this Agreement or with the consent of Aivix, you agree that all information, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning Aivix or any of our affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by Advertiser for any purpose other than Advertiser's participation in the Affiliate Program, except and solely to the extent that any such information is generally known or available to the public through a source other than you. Affiliate shall not use any information obtained from the Affiliate Program to develop, enhance or operate a service that competes with the Affiliate Program, or assist another party to do the same.

8.2. All information submitted to Affiliate by an end-user customer pursuant to a Program is proprietary information of Aivix, its affiliates, and/or the Advertisers. Such customer information is confidential and may not be disclosed by Affiliate. Affiliate agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner. Affiliate shall maintain such data in a secure manner, consistent with industry standards

8.3. All information provided to Affiliate hereunder shall be kept strictly confidential