

# Terms and Conditions

The following are the Terms and Conditions of this Agreement governing your (hereinafter "**Affiliate**"/ "**you**") relationship with CPA network Aivix, operated and controlled by MIRRIAM CORP LP, address of registration: suite 1, 4 Queen Street, Edinburgh, EH2 1JE, Scotland, UK (hereinafter "**Aivix**"/ "**we**") and the use of any website associated with Aivix's services (hereinafter "Site"). Affiliate agrees to use the Site and any additional services offered by Aivix only in accordance with these Terms and Conditions. Aivix reserves the right to make changes to the Site and these Terms and Conditions at any time. Affiliate's continued use of the Site after any such modification and notification thereof (which may be provided by posted on the Site or by e-mailed to the email address provided in the course of Affiliate's registration with Aivix) shall constitute Affiliate's consent to such modification.

## 1. Approval of AFFILIATE

1.1. The Terms and Conditions contained herein apply to your participation with aivix.com ("Affiliate Program"). Each Affiliate Program offer (an "Offer") may be for any offering by Aivix or a third party (each such third party a "Client") and may link to a specific web-site for that particular Offer ("Program Web Site"). Furthermore, each Offer may have additional terms and conditions on pages within the Affiliate Program and are incorporated as part of this Agreement. By submitting an application or participating in an Offer, you expressly consent to all the Terms and Conditions of this Agreement.

1.2. Registration with Aivix shall not confer any right on Affiliate to market or promote any Programs (as defined under section 2) made available by Aivix on the Site on behalf of its clients (the "Advertisers"). Participation by Affiliate in the Aivix Affiliate lead generation program is subject to review and approval by Aivix. All prospective affiliates need official approval from Aivix before they can become Affiliates. Official approval requires meeting the criteria listed under Sections 1.8 and 1.9 below, however approval is not automatically granted upon fulfillment of said criteria.

1.3. To become Affiliate in the scope of present Terms and Conditions, you shall submit an Affiliate Program application from our Website aivix.com. You shall accurately complete the application, provide authentic information to Aivix, without using an aliases or other means to mask your true identity or contact information. After that your application will be subject to further consideration by Aivix on account of eligibility to establish further cooperation. Once, Aivix have your application reviewed, you will be notified concerning your acceptance or rejection to the Affiliate Program.

1.4. Aivix reserves the right to withhold or refuse approval for any reason at Aivix's sole discretion and is not obligated to inform the Affiliate of the reason of rejection. Once Affiliate has been accepted into the Program, Affiliate's continued right to participate is conditioned upon Affiliate's ongoing compliance with all of the terms and conditions of this Terms and Conditions. Failure of the Affiliate to observe the Terms and Conditions of this Agreement will disqualify Affiliate from participating in the Program. Affiliate may re-qualify for program upon proof of compliance with terms and conditions of this Terms and Conditions, subject to approval by Aivix. Affiliate

shall promptly notify Aivix in the event of a material change in its business practices or strategy. Approval of Affiliate can be withdrawn by Aivix, at any time for any reason.

1.5. By enrolling as the Affiliate, the affiliate, its agents, representatives, employees, and any other person acting on its behalf with respect of the use of the service shall be bound by – and agrees to be bound by – these Terms and Conditions.

1.6. If Affiliate is natural person, he or she must be at least 16 years of age.

1.7. Affiliate warrants that the information furnished to Aivix regarding itself and his website is correct, complete and sent in due order and that the information corresponds to actual facts. Affiliate must notify Aivix immediately by email of any changes in the information.

1.8. Minimum Eligibility Requirements.

In order to be eligible to become a Affiliate, all websites, affiliated websites and e-mail distribution lists (collectively the "Media") must meet the following criteria, at a minimum: All Affiliates that wish to send advertisements via email must have the consent of the consumer to send such email and each Affiliate shall maintain records evidencing such consent including, without limitation:

- Member opt-in date;
- Registration source;
- First name;
- Last name;
- Address;
- Email address;
- Any other information collected and will supply such records to Aivix within one business day of request thereof.

Unless otherwise approved in writing by Aivix, Affiliates may not offer incentives to users as means to enhance the performance of any Program (as defined below); incentives include but are not limited to awarding them cash, points, prizes, contest entries, etc.; Affiliate websites must be fully functional at all levels; no "under construction" sites or sections; Affiliate's policies must be compliant with state and federal laws and regulations including but not limited to the our Privacy Policy, (EU) 2016/679 (General Data Protection Regulation), CAN-SPAM Act of 2003 Spawning process pop-ups are prohibited; and Such other criteria as Aivix may from time to time determine, in its sole discretion.

1.9. Affiliate Website Content.

1.9.1. Subject to our acceptance of you as an Affiliate and your continued compliance with the Terms and Conditions of this Agreement, Aivix will make available to you via the Affiliate Program graphic and textual links to the Program Web Site and/or other creative materials (collectively, the "Links") which you may display on web sites owned or controlled by you, in emails sent by you and clearly identified as coming from you and in online advertisements (collectively, "Media"). The Links will serve to identify you as a member of our Affiliate Program and will establish a link from your Media to the Program Web Site.

1.9.2. 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:

- pornographic material, including any material appealing to the prurient interests;
- racial, ethnic, political, hate-mongering or otherwise objectionable content;
- investment, money-making opportunities or advice not permitted under law;
- gratuitous violence or profanity;
- material that defames, misrepresents, abuses, or threatens physical harm to others;
- promotion of illegal substances or activities such as illegal online gambling, how to build a bomb, counterfeiting money, etc.;
- software Pirating;
- obscenity and any spoofing, redirecting, or trafficking from adult-related websites in an effort to gain traffic;
- 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;
- any illegal activity whatsoever;
- Links to any affiliate networks.

## 2. Use of the Site

2.1. The Site allows Aivix to post offers of advertising programs sponsored by Aivix or its affiliates on the system ("Program(s)"). The Programs will specify the amount and terms, under which Affiliate will receive payment when the applicable Program's requirements are fulfilled. Compensation is derived from a specified event ("Event") identified in a Program, such as clicks, click-throughs, sales, registrations, impressions and leads. If Affiliate accepts a Program, Affiliate agrees to place that Program's advertising creative (including designated "subject" and "from" lines, the Advertiser's CAN-SPAM disclosures and any other disclosures provided therein) ("Specified Advertising Materials") on Affiliate's Media. Affiliate shall display the Specified Advertising Materials exactly as they appear on the Site and will not alter them in any way. Failure to adhere to this requirement may, in addition to all other remedies available to Aivix, result in termination of Affiliate. Aivix may terminate a Program at any time, at Aivix's sole discretion. Aivix shall take reasonable efforts, including but not limited to email communications, to notify Affiliate of such termination. Aivix is responsible for displaying and administering all active Programs and tracking the payments owed.

### 2.2. Rules Governing Email Campaigns.

2.2.1 In the event that Aivix or Affiliate receives a complaint from any recipient of a Program transmitted by Affiliate, upon our 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.

2.2.2 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.

2.2.3 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.

2.2.4 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.

2.2.5 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.

2.2.6 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.

2.2.7 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.

2.2.8 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. Monitoring**

3.1. Aivix shall be constantly monitoring, on its own or with the assistance of third parties, the Affiliates for compliance with these Terms and Conditions, without limiting the generality of the foregoing.

3.2. All Affiliates will be monitored by Aivix (or a third party retained by Aivix for such purposes) for compliance with applicable legal requirements, with respect to honoring unsubscribe requests and compliance with the use of the Specified Advertising Materials. If the monitoring is done by a third party, such third party will share all such information with Aivix.

3.3. Each unsubscribe list furnished to a Affiliate shall be separately and technologically identified so that Aivix will be able to ensure that each Affiliate is not disseminating or otherwise using the unsubscribe list other than in a manner required by applicable law. Affiliate must not send further emails to names already on or newly added to the unsubscribe list.

## **4. Affiliates warranties**

4.1. Affiliate guarantees that it:

4.1.1. Has sole responsibility for the development, operation, and maintenance of, and all content on or linked to, your Media.

4.1.2. 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 you that it considers objectionable (collectively, "Objectionable Content").

4.1.3. 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.

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

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

4.1.6. 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.

4.1.7. 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.

4.1.8. 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.

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

## **5. Requirements to the Promotional Programs**

5.1. 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](mailto:mails@aivix.com). Affiliate's emails containing the Links may not include any content other than the Links, except as required by applicable law.

5.1.1. 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.

5.2. 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.

5.3. 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.

## **6. License**

6.1. Aivix grants Affiliate a revocable, non-transferable, non-sublicensable, non-exclusive limited license to use the Site (including any Specified Advertising Materials posted thereon) and any data, reports, information or analyses arising out of such use (the "Site Data") solely for the purpose of marketing or promoting the Programs hereunder and subject to these Terms and Conditions and the applicable Program Terms. If a Affiliate also maintains its own network of Affiliates, such Affiliate may not provide the Program to its Affiliates, without the prior written consent of Aivix. Under such conditions, Affiliate will require its Affiliates to agree to and comply with these Terms and Conditions. If a Affiliate fails to adhere to the foregoing requirements, in addition to any other remedies available to Aivix, Affiliate shall forfeit its rights to any amounts owed by Aivix to Affiliate.

6.2. Affiliate acknowledges and agrees that Affiliate does not have, nor will it claim any right, title or interest in the Site software, applications, data, methods of doing business or any elements thereof, or any content provided on the Site (including the Specified Advertising Materials). Affiliate may only access the Site via web browser,

e-mail or in a manner approved by Aivix. Affiliate will not attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Site tags, source codes, links, pixels, modules or other data provided by or obtained from Aivix that allows Aivix to measure ad performance and provide its service. In addition, Affiliate acknowledges that all non-public information, data and reports received from Aivix hereunder or as part of the services hereunder is proprietary to and owned by Aivix. If instructed to do so by Aivix and/or if Affiliate shall be terminated by Aivix, Affiliate will immediately destroy and discontinue the use of any Aivix data, including Site Data, and any other material owned by Aivix or the Advertisers.

## **7. Non-Solicitation**

7.1. Affiliate agrees that Affiliate will not approach or attempt to engage in a contract with any of Aivix's clients (each such client, individually a "Client" and all such clients, collectively "Clients") directly or indirectly via a Client's ad agency, broker or any other person or entity. Aivix will promptly reply in writing to any inquiries received from Affiliate regarding the status of any person or entity as a Aivix Client so as to aid Affiliate in its efforts to comply with the non-solicitation provisions of this Agreement. Because Aivix will be irreparably harmed by Affiliate's conduct, and because the true extent of such harm will be impossible to quantify, monetary damages will not be an adequate remedy for any such conduct. Affiliate agrees that Aivix shall be entitled to injunctive relief precluding Affiliate from taking or continuing any action or conduct in violation of this provision, to be issued by any court of competent jurisdiction upon a showing of any such violative conduct by Affiliate.

## **8. Participation in Program**

8.1. Aivix shall provide Affiliate with material to create a website for the purpose of search engine optimization, or Affiliate can create its own website. In either event, no website shall be released online, and nonsubmission, inclusion or any traffic can be sent to it, prior to Aivix's review and approval of it. If Affiliate already has its own website, Affiliate's website will be subject to Aivix's review and approval. Approval shall be written or by electronic submission. All Program related websites will contain links ("Links") provided by Aivix directing traffic to product sales web pages served by Aivix. Affiliate's selection of entities to be included on any such website is also subject to Aivix's review and approval, of which shall not be unreasonably withheld. Should any of Aivix's Client(s) provide content which includes imbedded bots, Data Miners, links or other creative, graphic, text or html, all content shall remain at all times the sole property of Aivix.

## **9. Links**

9.1. Affiliate agrees to use the Links in the exact form that Aivix delivers to Affiliate. Affiliate agrees not to modify, alter, delete, or adapt the Links in any manner without Aivix's written approval. Links must be served from the Aivix server, unless otherwise permitted in writing by Aivix. Affiliate shall not take any actions to impede the action of or to disable any such links. Affiliate agrees to, if request by Aivix, modify or alter Links or Tracking devices in the manner requested by Aivix. Affiliate further agrees that it shall in no event modify or interfere with Tracking devices unless specifically instructed to do so by Aivix in accordance with the previous sentence.

## **10. Ownership**

10.1. Aivix owns all rights, title, and interest to Links and user data collected and derived through the activities countenanced pursuant to this Agreement. Aivix may choose to imbed certain data mining tools within Links from time to time ("Data Miners"). Any data derived by any such Data Miner shall be the sole property of Aivix. Aivix may, from time to time, opt to share data derived from Data Miners with Affiliate to help Affiliate optimize the quality of leads generated from Affiliate's activities or to otherwise improve the quality, functionality and mutual profitability of the activities of the parties under this Agreement. If Aivix does share data derived from Data Miners with Affiliate, Affiliate agrees that this data will be used solely by Affiliate for the purposes for which it is provided to Affiliate and will not be shared by Affiliate with any other third party or entity without the written approval of Aivix. Should Aivix choose to provide advertising creative content, web design services or other web content of any type ("Web Content") to Affiliate, Affiliate shall use such Web Content: (i) in exactly the form that it is delivered to the Affiliate by Aivix without modification unless approved by Aivix in writing; (ii) only in the manner expressly permitted by Aivix in writing and only until Aivix shall request that Affiliate discontinue its use of such advertising creative, at which time Affiliate shall discontinue such use within two (2) business days of being requested by Aivix to do so.

## **11. Deception or Fraud**

11.1. You are expressly prohibited from using any persons, means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with referrals through the Links or the generation of Commissions or exceed your permitted access to the Affiliate Program. Such acts include, but are in no way limited to, using automated means to increase the number of clicks through the Links or completion of any required information, using spyware, using stealware, cookie-stuffing and other deceptive acts or click-fraud. Aivix shall make all determinations about fraudulent activity in its sole discretion.

11.2. Aivix actively monitors traffic for deceptive or fraudulent activity. If deception or fraud is detected as determined by Aivix's sole discretion, Affiliate's account will be made inactive pending further investigation. Affiliate accounts are flagged that, among other things:

11.2.1. Have click-through or conversion rates that are much higher than industry averages and where solid justification for such higher click-through or conversion rates is not evident to the reasonable satisfaction of Aivix.

11.2.2. Have ONLY click or lead generation programs generating clicks or leads with no indication by site traffic that it can sustain the clicks or leads reported.

11.2.3. Have shown fraudulent leads as determined by the Advertisers.

11.2.4. Have used any incentives to procure clicks or leads.

11.2.5. Have provided leads obtained other than through intended consumer action. For instance, use of phone books, or similar such compilations of personal data, to complete lead generation forms shall be considered fraudulent behavior.

11.2.6. Use fake redirects, automated software, and/or other fraudulent mechanisms to generate Events from the Programs.

11.3. If Affiliate fraudulently adds leads or clicks or inflates leads or clicks by fraudulent traffic generation (such as pre- population of forms or mechanisms not



approved by Aivix or use of sites in co-registration campaigns that have not been approved by Advertiser), as determined solely by Aivix, Affiliate will forfeit its entire commission for all programs and its account will be terminated. If Affiliate is notified that fraudulent activities may be occurring on its Media, and Affiliate fails to take prompt action to stop the fraudulent activities, then, in addition to any other remedies available to Aivix, Affiliate shall be responsible for all costs and legal fees arising from these fraudulent activities. In addition, in the event that Affiliate has already received payment for fraudulent activities, Aivix reserves the right to seek credit or remedy from future earnings or to demand re-imbusement from Affiliate.

11.4. All the campaigns, using co-registrations will be considered as fraudulent and won't be paid.

## 12. Payment

12.1. Affiliate will be paid per the terms of each Program. Aivix shall pay any amounts due approximately 30 days after the cashout request done at the platform, less any taxes required to be withheld under applicable law, provided that Aivix may, in its discretion, withhold payments until such time as the Advertiser has paid Aivix for any Program.

12.2. Aivix will pay Affiliate for each Qualified Action (the "Commission"). A "Qualified Action" means an individual person who: (i) accesses the Program Web Site via the Link, where the Link is the last link to the Program Web Site: (ii) is not a computer generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real live person: (iii) is not using pre-populated fields: (iv) completes all of the information required for such action within the time period allowed by Aivix: and (v) is not later determined by Aivix to be fraudulent, incomplete, unqualified or a duplicate.

12.3. Aivix will pay you any Commissions earned monthly, provided that your account is currently greater than \$1,000.00. Accounts with a balance of less than \$1,000.00 will roll over to the next month, and will continue to roll over monthly until \$1,000.00 is reached. We reserve the right to charge back to your account any previously paid Qualified Actions that are later determined to have not met the requirements to be a Qualified Action.

12.4. Payment for Commissions is dependent upon Clients providing such funds to Aivix, and therefore, you agree that Aivix shall only be liable to you for Commissions to the extent that Aivix has received such funds from the Clients. You hereby release Aivix from any claim for Commissions if Aivix has not received such funds from the Clients.

12.5. Aivix shall automatically generate an invoice on behalf of Affiliate for all Commissions payable under this Agreement and shall remit payment to Affiliate based upon that invoice. All tracking of Links and determinations of Qualified Actions and Commissions shall be made by Aivix in its sole discretion. In the event that Affiliate disputes in good faith any portion of an invoice, Affiliate must submit that dispute to Aivix in writing and in sufficient detail within thirty (30) days of the date on the invoice. If Affiliate does not dispute the invoice as set forth herein, then Affiliate agrees that it irrevocably waives any claims based upon that invoice. In the event that Affiliate is also tracking Qualified Actions and Affiliate claims a discrepancy, Affiliate must provide Aivix with Affiliate's reports within three (3) days after 30th day of the calendar month, and if Aivix's and Affiliate's reported statistics vary by more than 10% and Aivix reasonably determines that Affiliate has used generally accepted industry

methods to track Qualified Actions, then Aivix and Affiliate agree to make a good faith effort to arrive at a reconciliation. If the parties are unable to arrive at a reconciliation, then Aivix's numbers shall govern.

12.6. If Affiliate has an outstanding balance due to Aivix under this Agreement or any other agreement between the Affiliate and Aivix, whether or not related to the Affiliate Program, Affiliate agrees that Aivix may offset any such amounts due to Aivix from amounts payable to Affiliate under this Agreement.

12.7. Aivix reserves the right to stop remuneration under this Agreement in favour of Affiliate, if Affiliate acts beyond the scope of this Agreement either any particular Program, or doesn't meet requirement, stipulated in this Agreement or specified in Program.

12.8. In addition to any other remedies that may be available to Aivix, in the event of any breaches by Affiliate of these Terms and Conditions, Affiliate shall forfeit its rights to any amounts owed by Aivix to Affiliate. Aivix reserves the right to withhold or reduce any payments owed to Affiliate as a consequence of any offsets taken by Advertisers for fraudulent traffic, invalid Events, technical errors, tracking discrepancies and the like. Aivix shall compile, calculate and electronically deliver data required to determine Affiliate's billing and compensation. Any questions regarding the data provided by Aivix need to be submitted in writing within 10 business days of receipt, otherwise the information will be deemed accurate and accepted as such by Affiliate. Aivix will not pay for any Events that occur before a Program is initiated, or after a Program terminates. Invoices submitted to Aivix and payments made to Affiliate shall be based on the Events as reported by Aivix. Aivix will not be responsible to compensate Affiliate for Events that are not recorded due to Affiliate's error.

## **13. Term and Termination**

13.1. This Agreement shall commence on the date of our approval of your Affiliate Program application and shall continue thereafter until terminated as provided herein. You may terminate your participation in the Affiliate Program at any time by removing all Links from your Media, deleting all copies of the Links. In such case, the Affiliate is entitled to terminate this terms and Conditions for any reason in writing, taking into account a prior written notice period of 1 (one) calendar month.

13.2. Aivix is entitled to (at its discretion) terminate this Terms and Conditions or suspend the Affiliate Program regarding one or more campaigns for any reason, without limitation, in the event that: (i) Aivix considers the Affiliate or the content of his website inappropriate in any way; (ii) Affiliate acts fraudulently or illegally in any way or the Affiliate tries to influence the tracking code on their website or Affiliate in any other way breaches any of the provisions of this Terms and Conditions; (iii) Affiliate does not comply with any applicable law or regulation; or (iv) at Aivix's sole discretion, Aivix decides that the Affiliate Program does not obtain enough Conversions within a period of four (4) weeks.

13.3. Aivix reserves the right, in its sole and absolute discretion, to terminate a Program at any time and for any reason which Aivix deems appropriate with or without prior notice to Affiliate by disabling the Links or providing you with a written notice. Upon termination of your participation in one or more Program in the frame of this Agreement for any reason, you will immediately cease all use of and delete all Links, plus all Aivix or Client intellectual property, and will cease representing yourself as a Aivix or Client affiliate for such one or more Offers. All rights to validly accrued payments, causes of action and any provisions, which by their terms are intended to

survive termination, shall survive any termination. Aivix also reserves the right to terminate Affiliate's access to the Site at any time without notice.

13.4. In case of providing termination notice, it will be provided via e-mail and will be effective immediately, meaning, among other things, that Affiliate must immediately cease all advertising activities. All moneys then due to Affiliate will be paid during the next billing cycle, provided that such moneys were not earned in conjunction with deceptive or fraudulent practices as determined by Aivix at its sole discretion in which case they will not be awarded. The representations, warranties and obligations contained in paragraphs, 15, 16, 21 and 22 shall remain in full force and effect after termination of this Agreement. In addition, all payment obligations accruing prior to the termination date shall survive until fully performed.

## **14. Representations and Warranties/Covenants**

14.1. Mutual Representations. Each party represents and warrants that: (a) this Agreement constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms; (b) it has the right to enter into and fully perform the services contemplated herein, consistent with these Terms and Conditions; (c) there is no outstanding contract, commitment or agreement to which it is a party that conflicts with these Terms and Conditions; and (d) at all times while any Program remains in effect, it shall comply with all applicable laws and regulations. Neither party makes any guarantee, representations or warranties, express or implied, as to the level of consumer response that will result from the Programs.

14.2. Affiliate Representations. Affiliate represents and warrants as follows: Affiliate's Media is currently in compliance with all applicable laws and regulations; Affiliate's Media does not contain or promote, nor links to another website that contains or promotes, libelous, defamatory, abusive, violent, prejudicial, obscene, sexually explicit or illegal content, product, service or activity; Affiliate's database consists of only permission based opted-in e-mail addresses; and Affiliate owns or has the legal right to use and distribute all content, copyrighted material, products, and services displayed on Affiliate's Media. Affiliate is compliant with all terms and conditions as set forth herein.

14.3. Affiliate Covenants. Affiliate covenants that it shall not:

- 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);
- post any specific messages to newsgroups, chat rooms, bulletin boards or any other places regarding any Programs unless expressly approved in writing from Aivix;
- 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 content referenced in paragraph 1.9.2;
- use the Site in any manner other than that which is specifically contemplated herein;
- engage in any kind of deceitful, misleading or other unfair trade practices, or fraudulent or other unlawful practice when marketing any Programs; and while an approved Affiliate and for 180 days thereafter, participate in any

performance based advertising relationship with any Advertiser within Aivix's network, unless a previously existing business relationship between Advertiser and Affiliate can be demonstrated to the reasonable satisfaction of Aivix. In this connection, both parties agree and acknowledge that if Affiliate violates its obligations hereunder, Aivix will be entitled to damages in the amount of forty-five percent (45%) of the gross revenues resulting from sales conducted by Advertiser through the advertising or marketing efforts of Affiliate.

Affiliate covenants that it shall:

- conduct the web advertising campaign for Advertiser in accordance with the highest industry standards;
- provide within one business day after request therefrom, the IP Information, together with such other related information that Aivix may request. Failure to provide such information may result in termination or suspension of the Affiliate and/or the deactivation of all links in any Programs downloaded by Affiliate.

Affiliate acknowledges that breaches of any of the foregoing representations and covenants may, in the sole discretion of Aivix, result in the immediate suspension or termination of Aivix' relationship with Affiliate and Affiliate shall forfeit all rights to any compensation theretofore owed to it by Aivix. The foregoing rights shall be in addition to any other remedies available to Aivix. Affiliate acknowledges and agrees that Aivix shall not be responsible for the Advertisers' violation of any applicable laws or regulations, including, without limitation, the CAN-SPAM Act.

## **15. Privacy Policy**

15.1. 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 processed.

15.2. All information submitted to Affiliate by end-user customer pursuant to a Affiliate program is proprietary information of Aivix, its Affiliates, and/or 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 and applicable law. All information provided to Affiliate hereunder shall be kept strictly confidential.

15.3. 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).

## **16. Customer Information. Non-Disclosure. Confidentiality**

16.1. 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 us 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 you for any purpose other than your 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.

16.2. 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.

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

## **17. Remedies**

17.1. In addition to any other rights and remedies available to us under this Agreement Aivix reserves the right to delete any actions submitted through your Links and withhold and freeze any unpaid Commissions or charge back paid Commissions to Affiliate's account if: (i) Aivix determines that you have violated this Agreement: (ii) Aivix receives any complaints about Affiliate's participation in the Affiliate Program which Aivix reasonably believes to violate this Agreement: or (iii) any Qualified Action is later determined to have not met the requirements set forth in this Agreement or on the Affiliate Program. Such withholding or freezing of Commissions, or charge backs for paid Commissions, shall be without regard as to whether or not such Commissions were earned as a result of such breach. In the event of a material breach of this Agreement, Aivix reserves the right to disclose your identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by your actions.

## **18. Anti-Spam Policy**

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

## **19. Regarding copyright infringements**

19.1. Affiliate will be solely responsible for the development, operation, and maintenance of the Affiliate website and for all materials that appear on the Affiliate website. Such responsibilities include, but are not limited to, the technical operation of the publisher website and all related equipment; creating and posting product reviews, descriptions, and references on the Affiliate's website and linking those

descriptions to the program site; the accuracy and propriety of materials posted on the Affiliate's website; and ensuring that materials posted on the Affiliate website do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. Aivix disclaims all liability and responsibility for such matters.

## **20. Intellectual Property Rights**

20.1. Aivix owns or has the rights to all copyrights, trademarks, intellectual property rights, know-how or any other rights connected to Aivix, the Affiliate Program, or software necessary for the Affiliate Program.

20.2. Intellectual Property Rights to information, products, materials, elements, artwork, creations, drafts and all other work, including within Advertising materials and including on the Affiliate website, belong to the Affiliate or the owner of such rights who has granted Affiliate with the corresponding license as necessary to fulfill this Terms and Conditions without any limitation and without any costs to Aivix.

20.3. Affiliate hereby guarantees that it doesn't infringe on any rights of third parties, including Intellectual Property Rights.

20.4. Affiliate holds Aivix harmless from and indemnifies Aivix against any claims from any third party relating to infringement of Intellectual Property Rights.

## **21. Limitation of Liability. Disclaimer of Warranty**

21.1. Unless otherwise provided in this agreement, in no event shall Aivix or any Affiliate be liable to the other for any lost profits or any special, incidental, consequential, exemplary, punitive or other indirect damages of any nature, for any reason, whether based on breach of contract, tort (including negligence), or otherwise and whether or not either has been advised of the possibility of such damages.

21.2. DUE TO THE NATURE OF INTERNET AVAILABILITY AND ACCESSIBILITY, AIVIX CANNOT GUARANTEE THAT THERE WILL BE NO DOWNTIME OR OTHER INTERRUPTIONS IN SERVICE REGARDING THE LINKS OR OUR SERVICES. WITHOUT LIMITING THE ABOVE, THE LINKS, OUR CLIENT SITES AND ANY OTHER MATERIALS PROVIDED TO AFFILIATE ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, AND AIVIX MAKE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NONINFRINGEMENT, and: (A) MERCHANTABILITY, CLIENTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS THEREIN, (C) THAT A PARTY'S SECURITY METHODS EMPLOYED WILL BE SUFFICIENT IN ALL CIRCUMSTANCES OR IN THE FACE OF ALL ATTACKS, (D) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY OF ANY INFORMATION SET FORTH THEREIN OR THEREON, OR (E) AGAINST INTERFERENCE WITH ENJOYMENT OF A PARTY'S "INFORMATION" (WEB SITE). AIVIX DOES NOT WARRANT THAT THE AFFILIATE PROGRAM OR LINKS WILL MEET AFFILIATE'S SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF THE AFFILIATE PROGRAM OR LINKS WILL BE COMPLETELY ERROR- FREE OR UNINTERRUPTED. AIVIX EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ACT OR OMISSION OF A CLIENT OR THEIR

PRODUCTS OR SERVICES. AIVIX DOES NOT GUARANTEE THAT AFFILIATE WILL EARN ANY SPECIFIC AMOUNT OF COMMISSIONS.

21.3. Aivix 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. Aivix has no liability to Affiliate for unapproved materials, including all copy, images, URL names, and search terms used by Affiliate to promote the client partner. Aivix 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 Aivix, Affiliate acknowledges that Aivix has no control over the content of that website. Furthermore, a link to a non-Aivix website does not mean that Aivix 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.

21.4. IN NO EVENT SHALL AIVIX 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 AIVIX. IN NO EVENT WILL AIVIX 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 AIVIX HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. AIVIX'S CUMULATIVE LIABILITY 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 AIVIX IN COMMISSIONS DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM.

21.5. The Affiliate shall keep Aivix harmless for and indemnify Aivix 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.

## **22. Indemnity**

22.1. Affiliate agrees to indemnify, defend and hold harmless Aivix, its parents, affiliates and/or subsidiaries, and each of their respective officers, directors, partners, 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 Aivix 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 Aivix 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. Aivix 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 Aivix. Affiliate shall immediately notify Aivix 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 Aivix for such claim hereunder.

## **23. Notification of Legal Action**

23.1. Affiliate will immediately notify Aivix 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.

## **24. Force Majeure**

24.1. 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.

## **25. Modifications**

25.1. 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 Aivix 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, Aivix 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 Aivix to remove, alter or modify any Link, graphic or banner ad that is being used by Affiliate as part of the Affiliate Program.

## **26. Independent Investigation**

26.1. You acknowledge that you have read this Agreement and agree to all 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.



## 27. General

27.1. These Terms and Conditions, together with the terms for each of the Programs constitute the entire agreement between the parties and supersedes all prior agreements or understandings between the parties.

27.2. These 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 that 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.

27.3. 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.

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

27.5. In the event that any provision of these 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.

27.6. The parties agree that Aivix is acting as an independent contractor and that the relationship between Aivix and Affiliate shall not constitute a partnership, joint venture or agency. Neither Aivix nor any of Aivix's 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.

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

27.8. 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. In the event of material changes to this Agreement, notice shall be deemed effective upon sending at [clo@aivix.com](mailto:clo@aivix.com).

27.9. By submitting and application to Affiliate Program, you affirm and acknowledge that you have read this Agreement in its entirety and agree to be bound by all of its terms and conditions. If you do not wish to be bound by this Agreement, you should not submit an application to 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.