

TERMS AND CONDITIONS

These Terms and Conditions (“Agreement”, “T&C”) constitute a binding agreement between you (“Advertiser”, “Affiliate”, “you”, “your”) and the Affiliate Network AIVIX (“we”, “us” or “our”) and govern your use of <https://aivix.com> (“Website”) and the content, products and services offered through the Website (collectively with the Website, the “Services”). The term “Party” shall refer to one of you or us; the term “Parties” shall refer to both you and us.

1. INTRODUCTION

<https://aivix.com> is an Affiliate Network platform that acts as an intermediary between Advertisers and Affiliates in order to promote the Advertisers` goods and services online through the Internet resources.

By registering as an Advertiser or an Affiliate, you agree to be bound by these T&C and the Privacy Policy, as well as your agents, representatives, employees, and anyone else acting on your behalf during Services` provision by us.

The Parties of these T&C clearly acknowledge that they are independent contractors and that these T&C does not establish a partnership in any form.

PLEASE READ THESE TERMS AND CONDITIONS AND THE PRIVACY POLICY CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE T&C, AND THE PRIVACY POLICY. IF YOU DO NOT AGREE WITH THEM, THEN PLEASE STOP USING THIS WEBSITE.

PLEASE REVIEW THESE T&C AND THE PRIVACY POLICY, BEFORE USING THIS WEBSITE, AS WE MAY HAVE AMENDED THEM SINCE YOUR LAST VISIT.

NOTE TO CHILDREN: the Website is not intended for persons under the age of majority. Please do not use our Website if you are under the age of majority in your country. BY USING OUR WEBSITE YOU CONFIRM THAT YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR COUNTRY.

2. CHANGES TO OUR TERMS AND CONDITIONS

From time to time, we may update these T&C and Privacy Policy terms, and we will post any changes on the Website as soon as they go into effect. By using the Website after we make any such changes to these T&C, you are deemed to have accepted such changes. We encourage you to review these T&C regularly to stay informed.

3. INTERPRETATION

In these T&C, the following capitalized terms shall have the following meanings unless otherwise stated in the context:

Advertisement or ad means any type of advertising material, in any form proposed to appear, together with related code and other material used for the placement and display of such material or content on the Internet.

Advertiser means any person or legal entity who wants to promote its product and/or service.

Advertiser Fee means the commission payable to us by the Advertiser following each Conversion generated by our Affiliates in accordance with our Tracking System.

Advertising Materials means all content, including, but not limited to, copy instructions, music, audio-visual materials, artwork, graphics, personal data, electronic files, sales literature, price lists, information, details, data, emails, logos, trademarks and/or service marks, submitted by the Advertiser or created, modified or published by our Affiliates in connection with our Terms and Conditions (T&C) and IOs.

Affiliate means any person who promotes an Advertiser's Offer and gets a commission when Conversions are generated.

Affiliate's Commission means compensation that we will pay to the Affiliate, calculated in accordance with the payment terms outlined in each Insertion Order.

Affiliate Network means a platform that acts as an intermediary between Advertisers and Affiliates.

Conversion means any user-generated event deemed valuable by the Advertiser and includes but not limited to: (a) purchase; (b) click; (c) lead; (d) newsletter signup; (e) app install.

Confidential Information means all proprietary or confidential material or information disclosed in any form by the Disclosing Party to the Receiving Party, that is designated as proprietary or confidential or that reasonably should be understood to be proprietary or confidential given the nature of the information and the circumstances of the disclosure, provided that Confidential Information shall not include any information or material that: (i) was or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party, (ii) was or subsequently is independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party, (iii) was or subsequently is received from a Third Party who obtained and disclosed such Confidential Information without breach of any obligation owed to the Disclosing Party, or (iv) is required by law to be disclosed.

Cost Model means the method of paying for Traffic, including but not limited to: (a) CPA – Cost per action; (b) CPO – Cost per order; (c) CPS – Cost per sale; (d) CPC – Cost per click on the ad; (e) CPM – Cost per mille or Cost per thousand ad views; (f) CPV – Cost per a single ad view; (g) CPL – Cost per lead.

Fraud means any fraudulent activity conducted by the Affiliate to generate Conversions. Types of such fraud include: (a) using stolen data for lead generation or stolen credit cards to generate sales; (b) faking a Conversion; (c) duplicating content from another Affiliate; (d) click stuffing; (e) the generation of leads other than by a mechanism approved by us; (f) activity which is determined by us or the Advertiser, in its discretion, to be fraudulent, etc.

Intellectual Property Rights: means without limitation patents, know-how, trademarks, rights to inventions, copyright and related rights, trade marks, business names and domain names, lists and information on any clients, information on business or trading practices and remuneration, client incentive and loyalty schemes, commission or other similar incentive schemes for our business partners, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Insertion Order (IO) means an agreement between Advertiser and Affiliate, that may contain all sorts of information related to an advertising campaign on behalf of the Advertiser, for instance including but not limited to starting/ending date, ad unit dimensions and placements, the target audience to be covered, the target number of Conversions, cost of the campaign and pricing structure, including Cost Model, Advertiser's Fee or Affiliate Commission terms and other additional provisions that determines the way the Affiliate delivers Traffic to a product or service of the Advertiser.

Login Details means email and password to the Advertiser or Affiliate account.

Offer means a product or a service that an Advertiser is willing to promote using Internet resources in exchange for an Advertiser's Fee.

Registration Form means the form located at the Website completed by the Advertiser or Affiliate before or at the time of entry into our Terms and Conditions.

Tracking System means our programming code that is used to track Conversions.

Traffic means the number of visitors that visit the website or a specific webpage.

Third Party means an entity or person that is not a party to these T&C; for purposes of clarity, we, the Advertiser, and the Affiliate or representatives of the foregoing are not Third Parties. For the purposes of paragraph 18 "THIRD-PARTY LINKS", **Third Party** means an entity or person, who is not us; to clarify, the Advertiser, and the Affiliate or representatives of the foregoing are Third Parties in this case.

Website: means <https://aivix.com>.

The titles in these T&C are for convenience only and shall not affect the interpretation of these T&C. Words that convey the single number must also convey the plural number and vice versa.

4. REGISTRATION ON AND USING OF THE WEBSITE

Upon your submission of the Registration Form or execution by you of these T&C, we may conduct an extensive vetting process of you (as well as other Advertisers and Affiliates using the Website) before you can register and during your use of the Website. We may conduct background checks as often as required and without any notice.

Although we may conduct background checks on you and other Advertisers and Affiliates using the Website, we cannot guarantee that each person using the Website is who he, she, or it claims to be, and thus we cannot and do not assume any responsibility for the accuracy or reliability of the identity or background check information, or any other information provided through the Website.

To access and use the Website, you must:

- (a) Be a legal entity or an individual;
- (b) Reach the age of majority in the country of your residence and have the right to enter into legally binding contracts;
- (c) Accept these T&C and Privacy Policy.

To become our Advertiser or Affiliate you must complete the Registration Form with maximum diligence and accuracy. Upon our request, you should provide us with copies of the necessary documentation.

We may reject your application on any ground, including, but not limited to:

- (a) If your due diligence documentation is not satisfactory to us;
- (b) If we determine that your promotional methods or Traffic sources are inappropriate for us;
- (c) If we suspect you may breach this Agreement;
- (d) If you are a competitor of ours;
- (e) If you are, or we deem that you reside or have business activities in countries from OFAC, FATF Blacklist, FATF Greylist, Blacklist EU, UN Security Council sanctions regimes or EU Financial Sanctions consolidated List of persons, groups and entities, or are subject to such sanctions in any other way;
- (f) If we have previously banned you from accessing and using the Website and/or deactivated your account on the Website.

You expressly consent to keep your contact information up to date and immediately inform us of any changes in writing.

Use of your account is intended for you only and no other person or entity will be given any access to it and, likewise, you will not use any other person's or entity's account for your purposes.

We may restrict, block or deactivate your account and/or any benefits derived from such account, withhold and freeze all fees and remunerations, as well as withhold payment of any commissions and/or other payments that may be or become due or payable to you, as a result of such breaches but not limited to them:

- (a) If we become aware, you authorize another person or legal entity to use your account;
- (b) If the information provided by you during the account registration process for this Website is misleading, inaccurate or untruthful;
- (c) If you violate our T&C, including, but not limited to, our Advertising terms;
- (d) If you use Traffic additional and/or different from that which has been communicated and approved by us and/or Advertiser or Traffic that doesn't meet requirements specified in Paragraph 11 "WARRANTIES";
- (e) If the Advertising Materials don't comply with any applicable laws, regulations, international standards, etc., in any jurisdiction in which the Advertiser conducts business.

We also can submit an immediate legal action against you and demand the compensation for damages caused to us in connection with such a breach.

5. ADVERTISING TERMS

We respect the basic advertising principles and rules and expect the same from our Advertisers and Affiliates. Those goals drive our Advertising terms. Advertisers must be honest and truthful about the content, products and services they promote; they must avoid content that misleads, deceives, or offends. All Advertising Materials should be legal and decent with respect the principle of fair competition.

These Advertising terms apply to all ads created and published by our Advertisers and Affiliates in connection with our Terms and Conditions.

Affiliate will promote an Advertiser`s products and/or services by the placement of Advertising Materials on the websites or platforms on Internet used by Affiliates.

The Advertiser should provide the Affiliate on or before the agreed date either with:

- (a) A file containing the Advertising Material; or
- (b) All information requested by the Affiliate in an agreed format and medium, if it is agreed with the Affiliate that the Affiliate will create the Advertising Material.

All Advertising Materials must meet the following demands including, but not limited to:

- (a) Comply with any applicable laws, regulations, international standards, etc., in any jurisdiction in which the Advertiser conducts business and in which the advertising campaigns are being run;
- (b) Have all necessary rights and permissions for all its elements, including but not limited to: using of the intellectual property, privacy, publicity, or other legal rights of any person or legal entity;
- (c) Meet the high quality and editorial standards;
- (d) Be honest and truthful about the content, products and services promoted;
- (e) Be legal and decent with respect the principle of fair competition;
- (f) Not include content that misleads, deceives, or offends;
- (g) Clearly identify the Advertiser(s);
- (h) Not collect information about racial or ethnic origin, political opinion, religious or philosophical beliefs, trade-union membership, health, sex life, or medical history. In case any personal information is collected the Advertiser`s privacy policy must be readily available.

Advertising via email newsletter must comply with the CAN-SPAM Act of 2003 or other anti-spam laws and meet the following demands, including, but not limited to:

- (a) Routing information – including the originating domain name and email address – must be accurate and identify the person or business who initiated the message;
- (b) The subject line must accurately reflect the content of the message;
- (c) The message must be identified as an ad.

Moreover, you must tell recipients how to opt out of receiving future email from you and honor opt-out requests promptly.

Advertising Materials shall not include further elements, the list of which is not exhaustive:

- (a) Illegal goods or services;
- (b) Campaigns promoting or supporting terrorism or violent extremism;

- (c) Campaigns promoting sales of firearms, weapons, ammunition, or related accessories;
- (d) Campaigns that encourage violence, hateful content;
- (e) Content that promotes discrimination (whether based on religion, nationality, sex, ethnicity, race, disability or age);
- (f) Content that depicts or promotes drug use, or excessive or irresponsible drinking;
- (g) Content that infringes the intellectual property rights of others, including trademark, copyright, design or patent rights;
- (h) Any content or advertising which has an overtly sexual 'tone', pornography explicit content, which features partial or complete nudity or which appears to promote illegal or inappropriate behavior or lifestyles;
- (i) Emails that violate the CAN-SPAM Act of 2003 or other anti-spam laws;
- (j) Deceptive content;
- (k) Non-functional landing pages, landing pages with unexpected user experiences, including landing pages that attempt to automatically download files or landing pages that include a majority of unrelated or low-quality ad content.

Affiliate shall not place an advertisement on websites containing any pornographic, racial, ethnic, political, software pirating or hacking, hate-mongering, or otherwise objectionable content and/or alternatively questionable areas.

6. ACCESS AND PASSWORDS

As part of the account registration process for this Website, you will create Login Details for your account.

YOU AGREE THAT YOU ARE THE ONLY INDIVIDUAL ENTITLED TO ACCESS THE WEBSITE USING YOUR LOGIN DETAILS, AND YOU AGREE NOT TO PERMIT OTHERS TO ACCESS THE WEBSITE USING YOUR LOGIN DETAILS.

You agree that all activities conducted at or via the Website by you, or any other user who uses your Login Details to access the Website, shall be legally bounding on you, even if the user had no actual authority to do so or committed an error. You assume all resulting liability from the use of the Website and any Services available on it by you or any other individuals using your Login Details.

7. ADVERTISER FEE

The Advertiser Fee terms will be in accordance with the Insertion Order. The Advertiser shall provide us with all necessary details required by the IO.

We may charge a fixed fee or an Advertiser Fee based on percentage. The Advertiser's total fee will be based on the relevant Cost Model multiplied by the number of Conversions that were determined by our Tracking System and in accordance with the applicable IO.

All tracked Conversions, reports, stats, rates, payments, or any other type of campaign data will be based and determined by our Tracking System only. The Advertiser agrees that such metrics determined by our Tracking System will prevail over any other means of measurement.

We will draw an invoice that will cover the current outstanding costs due to being paid to us.

The Advertiser Fee shall be transferred from the Advertiser to us, herewith the Advertiser is responsible for any bank commissions and all fees for money transfers.

If the Advertiser does not agree with the amount of the Advertiser Fee specified in the invoice, the Advertiser shall submit any claim or dispute in writing to us within 24 (twenty-four) hours after the issuing of the invoice. If no claims and disputes are submitted to us within that time, it is deemed that the Advertiser agrees with the amount of the Advertiser Fee specified in the invoice and all charges are final.

Continued delay in payment of invoices (determined at our sole discretion) could result in an immediate restriction or termination of supply of Traffic aimed at the Advertiser's products and/or services promotion. In such case, we may also terminate this Agreement.

PLEASE NOTE that delayed payment will be considered as a material breach of these T&C and may result in immediate deactivation of the Advertiser account. We reserve the right to use legal procedures to demand compensation for damage from the Advertiser (including, but not limited to, attorney's fees and costs) incurred by us in connection with such a breach.

Undisputed overdue payments will accrue interest at the maximum rate permitted by the law. The interest rate shall begin to accrue after 15 (fifteen) calendar days or other payment term agreed upon in the applicable IO, from the date on which the invoice (for which payment is due) was issued and sent to the Advertiser, up and until final settlement of the said invoice. Such interest rate shall be calculated on a daily basis, unless otherwise agreed.

Notwithstanding the foregoing, in each case, all pending Advertiser Fees owed to us and not yet invoiced by us for the remainder of the current term of the Agreement are payable to us within 7 (seven) days of termination of these T&C.

8. AFFILIATE'S COMMISSION

Subject to the terms of this Agreement, we will pay the Commission to the Affiliate for each Conversion. Affiliate's Commission will be based upon the amount of tracked Conversions, reports, stats, rates, payments, or any other type of campaign data determined by our Tracking System. The Affiliate agrees that such metrics determined by our Tracking System will prevail over any other means of measurement.

The Affiliate is responsible for providing us with all necessary details, including the Affiliate's payment details.

An automatically generated invoice will be issued on Affiliate's behalf for all Affiliate's Commissions payable under this Agreement. All payments on the basis of that invoice are made 30 (thirty) days after the end of the period if other term is not agreed by the Parties.

If the Affiliate does not agree with the amount of the Affiliate's Commission specified in the invoice, or the campaign data determined by our Tracking System, the Affiliate shall submit any claim or dispute in writing to us within 24 (twenty-four) hours after the issuing of the invoice. If no claims and disputes are submitted to us within that time, it is deemed that the Affiliate agrees with the amount of the Affiliate's Commission specified in the invoice and all charges are final.

The Affiliate will bear any and all payment fees if required.

Commissions due and payable by us to the Affiliate will not accrue interest.

Since the Affiliate acts as an independent contractor, the Affiliate takes sole responsibility for paying any fees and/or taxes based on the profit made under this Agreement.

In case the Affiliate's account is not active for a period of 6 (six) months and the Affiliate didn't request the payment of its Commissions within these 6 (six) months, any and all Commission may be then deemed as void and written off the balance, as well as the account may be deactivated.

9. FRAUD

Our Tracking System actively checks traffic, clicks, click-throughs, sales, registrations, impressions, leads, payouts, and other program-related activities for potential Fraud.

If we suspect that the Affiliate account has been used in a fraudulent manner or the Affiliate otherwise has breached any term of this Agreement, we immediately notify the Affiliate about our suspicion. The Affiliate is obliged to convince us that the Affiliate has not engaged in Fraud within 7 (seven) days from the date of our notice concerning the Affiliate's Fraud activities. During this time, we may transfer the Affiliate's account to Pending Status and place a payment hold.

If the Affiliate is unable to provide us with satisfactory evidence proving that the Affiliate has not engaged in Fraud within 7 (seven) days from the date of our notice concerning the Affiliate's fraudulent activity, we may, in our sole discretion, refuse to process a payment on any part of Affiliate account or/and deactivate the Affiliate account without further obligations to the Affiliate.

If the Affiliate's Commissions have already been made and we believe they were made as a result of fraudulent activity, we have the right to get compensation for damage, including, but not limited to, attorney's fees.

The Affiliate agrees to immediately, upon our request, return all Commissions paid incorrectly, in breach of this Agreement or related to Fraud.

10. BONUS PROGRAM

We have the right to offer a bonus program to Affiliates at our own discretion. We shall in no way be obligated to provide bonuses that weren't approved by the Affiliate.

In order to participate in such a bonus program, the Affiliate should:

- (a) Have a registered account of the Affiliate through our Website;
- (b) Choose the favorite offers on our Website (for example, electronics);
- (c) Get bonuses for the Affiliate's Commission earned.

Then the Affiliate can exchange bonuses for goods or Services available on our Website.

We act as a third party and do not act as a seller or vendor in such relationships. Therefore, the Affiliate understands and agrees that we are not responsible for the quality, usability, completeness, or external characteristics of the delivered goods and/or Services within this bonus program, as well as for their compliance with the declared characteristics on the Website, terms and conditions of delivery of these goods and/or services, etc.

If you have any claims concerning the quality of such goods and/or services, please contact their producer or supplier.

11. WARRANTIES

YOU EXPRESSLY AGREE THAT THE USE OF OUR WEBSITE AND ANY INFORMATION PROVIDED THEREBY IS AT YOUR SOLE RISK AND RESPONSIBILITY.

Once you complete the mandatory fields of your account to register as an Advertiser or Affiliate and accept these T&C by clicking on the button “[I agree with the Terms and Conditions and Privacy Policy](#)”, you represent and warrant to us that:

- (a) You are eligible to enter into this Agreement and agree to be bound by these T&C;
- (b) All information provided and will be provided by you to us is true, accurate, complete and without omissions of the necessary information, current and kept up to date;
- (c) You will be responsible for all use of your Login Details even if such use was conducted without your authority or permission;
- (d) You reached the age of majority in the jurisdiction of your residence;
- (e) You are not operating from a country from OFAC, FATF Blacklist, FATF Greylist, Blacklist EU, UN Security Council sanctions regimes or EU Financial Sanctions consolidated List of persons, groups and entities, or are subject to such sanctions in any other way;
- (f) You will not use this Website for any purpose that is unlawful or prohibited by this Agreement or any applicable law;
- (g) You will, at all times and from time to time, provide us with written confirmation of a valid address, telephone number, electronic mail address and such other identifying or financial information as we may reasonably require;
- (h) You are responsible for all activities that occur in connection with your account. You warrant and undertake to us that any person using the Affiliate Network Platform with your username and password is you or is authorized to act for you. You agree to notify us immediately if you suspect any unauthorized use of your account;
- (i) You have all right, title and interest in and to the Advertising Materials and their use, and Advertisers and Affiliates are authorized and will not infringe on any copyright, patent, trademark, trade secret or other proprietary rights;
- (j) All Advertising Materials are in compliance with these T&C, any applicable laws, regulations, international standards, etc., in any jurisdiction in which the Advertiser conducts business and where the advertising campaigns are run.

In addition to any other warranties within this Agreement, the Affiliate warrants and represents that its activities concerning the Advertiser`s Offer promotion, including and without limitation, use of Traffic:

- (a) Is legal and complies with any applicable laws, regulations, international standards, etc.;
- (b) Does not violate any copyright, patent, trademark, trade secret or another similar intellectual property right, or otherwise violates or breaches any duty toward, or rights of, any person or entity, including, without limitation, rights of privacy and publicity.

The Affiliate also warrants that it will:

- (a) Adhere to the terms and conditions of any agreement or policy set by an Offer in which the Affiliate participates;

- (b) Not target any person who is under the legal age, nor target any restricted jurisdictions where the products offered and the promotion thereof are illegal;
- (c) Not create or promote any message or communication that is harmful, aggressive, violent, abusive, or hateful;
- (d) Comply with the provisions of the CAN-SPAM Act of 2003 or other anti-spam laws;
- (e) Comply with the provisions of applicable law and regulations.

Additionally, the Advertiser warrants that all fees to be paid under this Agreement will be received only from legal sources.

12. LIMITATION OF LIABILITY

We expressly disclaim any responsibility in relation to:

- (a) Any claim, injury, or damage resulting from your use of the Website;
- (b) The accuracy or reliability of the identity of the person using the Website or background check information conducted by us, or any other information provided through the Website by other people;
- (c) Any claims made in relation to the content of Advertising Materials used in advertising campaigns;
- (d) Any claims made in relation to the publication of any such advertising campaigns on any forbidden or suspicious websites or any media resource, such as, including but not limited to, streaming sites, File Sharing Sites, and sites with adult content;
- (e) Any claims made in relation to the placement, positioning or the timing of delivery of any Advertising Materials, or the certain quantity and quality of Traffic and Conversions on any Advertising Materials;
- (f) Any claims made in relation to the quality of Advertiser's products and/or services promoted by our Affiliates;
- (g) Defects in our Website, interruptions in the accessibility to our Website, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components;
- (h) Any Third-Party deleting, deactivating or interference with the Tracking System.

The Advertiser and the Affiliate will remain fully responsible for the content of Advertising Materials used during advertising campaigns, the goods and/or services promoted and/or sold due to the advertising campaign (including and without limitation, compliance with all applicable laws) and the manner in which they are being used by the Affiliate to promote the Advertiser's products and/or services, including media resources used by the Affiliate, therefore we may not review the content of such Advertising Materials. PLEASE NOTE that we are not responsible for the content of Advertising Materials, the goods and/or services promoted and/or sold due to the advertising campaign and media resources used by the Affiliate. We act as an intermediary between the Advertiser and the Affiliate and don't participate in the developing and promotion of any Advertising Materials.

The Advertiser understands that we will not be liable for any undesirable activities or the Traffic used by the Affiliate through advertising campaigns based upon the settings the Advertiser has chosen in accordance with the IO.

We have the right to demand from the Advertiser and/or Affiliate compensation of all costs (including, without limitation, legal costs), claims, losses, damages, defamation and awards suffered or incurred by us in relation to the Advertising Materials used in advertising campaigns

and the goods and/or services promoted and/or sold by the Advertiser, including, without limitation, any and all claims, losses, damages and awards against us in respect of non-compliance of the Advertising Materials, its content and/or the goods and/or services marketed and/or sold through it with all applicable laws.

Without limiting the generality of the foregoing, any our liability shall be limited to the total amount paid to the Affiliate by us under this Agreement during the last 6 (six) billable months preceding the liability.

Without limiting the foregoing, we and you will not be liable for any failure or delay in performing obligations where such failure or delay results from any cause that is beyond their reasonable control.

Such causes include, but are not limited to: power failure, Internet service provider failure, industrial action, civil unrest, epidemics, epizootics, explosions, natural disasters, fire, flood, storms, earthquakes, mobilization, acts of terrorism, acts of war, governmental action, actions or inaction of you or other people or any other event that is beyond our or your control.

13. INDEMNITY

You are responsible for all activities that occur under your account. Therefore, you agree to hold harmless, defend, and indemnify us and our officers, directors, employees, contractors, subcontractors, suppliers, agents, partners and affiliates, successors and assigns from all liability, loss, claim, demand, fine, penalty, and expenses, including without limitation, reasonable attorneys' fees, arising from:

- (a) Your violation of these T&C;
- (b) Your access, use or misuse of our Website and/or Services as set forth in this T&C;
- (c) Any Fraud or manipulation by you;
- (d) Information, data, files or other content submitted or used by you;
- (e) Infringement by you of any applicable law, regulations or international standards, intellectual property rights or another right of any Third Party, etc.

To protect your personal safety and property when engaging with other advertisers and affiliates, you should exercise caution and common sense. If you have a dispute with another advertiser or affiliate, you shall release us from claims, demands and damages (actual and consequential) of every kind and nature, arising out of or in any way associated with such dispute.

The Affiliate acknowledges and agrees that we act as a third party in relationships connected with the Affiliate's Commission payment, therefore, such payments of the Affiliate's Commission depend upon payments from Advertisers to us. Therefore, the Affiliate shall indemnify us from any claims or liability related to such unpaid compensation.

We reserve the right at our own expense and in our sole discretion to assume exclusive control of any defense of any matter subject to indemnification by you, and you agree to cooperate with us in such an event.

14. INTELLECTUAL PROPERTY RIGHTS

We grant you a non-exclusive, non-transferable license, during the term of these T&C, to use our Intellectual Property Rights. This license cannot be sub-licensed, assigned or otherwise transferred by you to Third Parties.

15. NON-DISCLOSURE

During the term of these T&C, you may from time to time be entrusted with Confidential Information that is our or other Advertiser or Affiliate property or the property of Third Parties, including, for example, the Advertiser`s Fees paid or the Affiliate`s Commissions earned under this Agreement.

You are not allowed to disclose the Confidential Information under any circumstances. You agree to make reasonable efforts to avoid disclosure or unauthorized use of any such Confidential Information to Third Parties and to protect any proprietary interests of the Disclosing Party.

The Receiving Party agrees not to disclose the Confidential Information without prior express written consent from the Disclosing Party in each case.

You also agree that you will use the Confidential Information only for the purposes of these T&C. Your obligations in regards to this clause survive for 5 (five) years upon the termination of these T&C.

16. TERM AND TERMINATION

The term of these T&C shall begin when you complete the mandatory fields of your account to register as an Advertiser or Affiliate and accept these T&C by clicking on the button **“I agree with the Terms and Conditions and Privacy Policy”**.

We and you, together or separately, may terminate these T&C at any time by providing prior writing notice of termination to each other at least 5 (five) days in advance.

We have the right to deactivate the Affiliate`s account without advance notice, if the Affiliate unable to provide us with satisfactory evidence proving that the Affiliate has not engaged in Fraud within 7 (seven) days from the date of our notice concerning the Affiliate`s fraudulent activity.

We may deactivate your account if it has not been used for 6 (six) or more months.

Effects of termination:

- (a) You will promptly stop using the Website and the Services, and delete all links and all our Intellectual Property Rights.
- (b) All rights to legitimate payments, grounds for action and any provisions that are required by their terms to remain in effect and will remain in effect upon any termination. However, if we terminate these T&C by deactivating your account because you have violated, threatened to violate, or we consider that you intend to violate these T&C, you are not entitled to receive any payments, even if such payments were due to you from the moment of the termination date.

17. USERS ONLY A LEGAL AGE OF MAJORITY

Our Website is designed and intended for those who have reached the age of majority.

We are not liable for any damages that may result from a user's misrepresentation of age. No one under the age of majority is authorized to submit or post any information, including personal information, on our Website. Parents or legal guardians of children under the age of majority cannot agree to these T&C on their behalf.

18. THIRD-PARTY LINKS

We may provide links or automatically redirect you to Third-Party websites that are not owned or controlled by us and do not operate under these T&C.

We recommend you review the privacy policy and terms of use of all Third-Party websites that you access carefully.

The linked Third-Party websites shall have separate and independent privacy policies, notices and terms of use, which we recommend you read carefully. We have no control over such websites, and as a consequence, we will not be liable to you for any damages or losses caused or alleged to have been caused as a result of your use or reliance on such websites.

You do so at your own risk if you leave the Website and visit Third-Party websites.

You expressly waive any and all claims against us arising out of your use of any Third-Party website, service or content.

19. GOVERNING LAW

These Terms and Conditions and Privacy Policy shall be governed by and construed in accordance with the laws of England and Wales.

20. DISPUTE RESOLUTION

In case any dispute arises out of or relates to these Terms and Conditions or Privacy Policy, we and you agree to promptly negotiate in good faith to resolve such dispute.

If the dispute cannot be settled through negotiation, such dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one.

The arbitral proceedings shall be conducted in English and held in London or such other location to which the parties mutually agree. The decision of the arbitrator shall be final and binding.

The prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable expenses, attorney's fees, arbitration fees, and other costs incurred by the prevailing Party in connection with such dispute.

21. CONSENT TO ELECTRONIC NOTICES AND OTHER COMMUNICATIONS

You agree that all our communication with you will be conducted electronically, including any that we are otherwise required to provide in "writing". Correspondence through instant messaging

tools is a priority way of communication. We may send you notices via postings on the Website or via email to any email address that you provide to us during the registration process.

If you do not wish to communicate with us electronically, you should not use this Website or enter into these T&C.

Notice will be deemed given 24 hours after the email is sent, unless (for email) we are notified that the email address is invalid.

You are responsible for providing us with your current email details.

22. CONTACT US

If you have any questions or complaints about our Terms and Conditions, please send an email to **support@aivix.com**