

AFFILIATI NETWORK ADVERTISER TERMS AND CONDITIONS

These **Affiliati Network Publisher Terms and Conditions** (these “Terms”) shall govern the relationship between The Affiliati Network LLC, a Delaware limited liability company (“Affiliati Network”) and the Publisher, as identified herein, whose signatures appear below.

1. WELCOME.

Affiliati Network is a technology-based network exchange platform that serves as marketplace through which third party businesses/advertisers agree to purchase online traffic, clicks, calls, views, actions, leads, sales, or conversions, depending on the type of campaign and billing model, that are generated for the advertisers by various independent third-party media publishers and affiliates. By participating in the Network, as defined herein, advertisers promote their products or services to those consumers users the publishers and communicate directly with consumers generated from their advertising campaign, but advertisers and publishers are at all times required to abide by Affiliati Network’s terms and conditions, and all applicable laws in order to participate in the Network. Publisher wishes to participate in the Network and benefit from Affiliati Network’s Services it has agreed to offer to Publisher, subject to Publisher’s agreement to be bound by these Terms. Accordingly, the Parties agree as follows:

2. DEFINITIONS.

When used in these Terms in the singular or plural, the following defined terms shall have the meanings set forth below:

- a. “Ad, “Ad Content,” “Advertisement,” “Creatives,” or “Advertising Content” means any and all creative and substantive materials or content of the Advertiser, which may include, but is not limited to, text, images, websites, landing pages, checkout pages, SMS or marketing text messages, terms and conditions of the Advertiser’s products or services, and product and service information and descriptions.
- b. “Addendum” means any addendum that accompanies these Terms and/or Insertion Order(s) depending on the billing program selected by an Advertiser, such as the Affiliati Network Data Share Addendum and/or Individual Personal Guaranty Addendum, which shall be incorporated into and be governed by these Terms.
- c. “Advertiser” means the individual or entity that has entered into the Affiliati Network Advertiser Terms and Conditions (the “Advertiser Terms”) and the Insertion Order(s) with Affiliati Network, that seeks to drive online sales, users or consumers to its website(s) or application(s).
- d. “Affiliati Network” means The Affiliati Network, Inc., which is the entity identified in this Agreement that is providing the Services to Advertiser.
- e. “Agreement” or “Terms” means these Affiliati Network Publisher Terms and Conditions.
- f. “Cap” means any agreed upon limit placed on the Services, including, but not limited to, the limit of the number of conversions, actions, clicks, leads, calls, views, or sales generated.
- g. “Click-Thru” means when an internet user clicks on an Advertiser’s Ad banner, coupon redemption, link, or action

directing him/her to a landing page or website.

h. "Commission" or "Payout" means the amount due to Affiliati Network for the Services by the Advertiser, or amount that will be paid to Publisher for generating traffic, leads, actions, or conversions under the Campaign for an Advertiser.

i. "Conversion" means each independent click, sale, registration, transaction, lead, conversion, call, view, or action, depending on the billing program of the Campaign, as set forth in the applicable Insertion Order(s).

j. "Co-Registration" or "Co-Reg" means the process of collecting orders, authorizations, opt-ins, consent, or acceptances for multiple offers, products, services, subscriptions, or marketing communications from a customer in a single registration event.

k. "Cost-Per-Action" or "CPA" means a type of billing program for a Campaign involving a fee for all leads or conversions delivered by Affiliati Network or an authorized Publisher. Such fees will be based on the number of leads or conversions received from the Advertiser's Ads, multiplied by the cost per lead or conversion, which shall be computed according to Affiliati Network's terms, conditions, and rules as set forth in the Advertiser's Insertion Order(s) and Affiliati Network Advertiser Terms and Conditions.

l. "Cost-Per-Click" or "CPC" means a type of billing program for a Campaign involving a fee for all Click-Thru's on the Advertiser's Ads. Such fees will be based on the number of Click-Thru's on the Advertiser's Ads, multiplied by the cost of each of the Click-Thru's as identified in the Insertion Order(s), which shall be computed according to Affiliati Network's terms, conditions, and rules as set forth in the Advertiser's Insertion Order(s) and Affiliati Network Advertiser Terms and Conditions.

m. "Cost-Per-Milli" or "CPM" means a type of billing program for a Campaign involving a fee for every 1,000 impressions generated from a traffic source as identified in the Advertiser's Insertion Order(s), which shall be computed according to Affiliati Network's terms, conditions, and rules as set forth in the Advertiser's Insertion Order(s) and Affiliati Network Advertiser Terms and Conditions.

n. "Data Share" means a type of billing program for a Campaign where there is an allocation of profits from a Campaign between the Advertiser and Affiliati Network, which shall be computed in accordance with the Data Share Addendum that accompanies and is incorporated into the Advertiser Terms. In a Data Share billing program, an Advertiser provides certain data, such as marketing leads, to Affiliati Network and Affiliati's Publishers, for use for generating sales in the Advertiser's Campaign.

o. "Display Banner" or "Display" means a banner advertisement placed on the internet, a message, an application, a website, or social media. The location of the banner on a website can either be purchased for a limited time (media buys), or owned outright by the publisher (content sites belonging to the publisher).

p. "E-mail" means a form of digital advertising that involves sending offers to prospective online users and/or consumers via electronic mail or message (such as short message service (SMS) or text messaging), whether in HTML or text format, that will direct prospective online users or consumers to an Advertiser's landing page or website.

q. "Incentivized" means a form of digital advertising or marketing by which an online user or consumer is offered something of value, such as a monetary or value reward, cash, gift card, online or virtual currency, or tangible gift, in exchange for completing an online offer, or registering or purchasing a product or services.

r. "Insertion Order(s)" or "IO" means any of the written Advertiser Insertion Order(s) form that has been executed and submitted by an Advertiser to Affiliati Network that sets out the parameters and payment terms for the Campaign, and such terms of the Insertion Order(s) regarding the Advertiser's Campaign are detailed and available to Publishers on the Network when they are participating in an Advertiser's Campaign.

s. "Messaging" means any form of marketing that involves placing or sending any form of communication, telephone call (including robocalls), and/or SMS/text messages to consumers to advertise a brand's goods or services.

t. "Network" means Affiliati Network's private affiliate network that allows it to carry out the Services to Advertisers, as well as all associated Network systems and content, including, without limitation, all text, information, images, applications, templates software and other information, services, and materials owned by Affiliati Network.

u. "Offer" or "Campaign" means the Advertiser's advertising offer, campaign or program aimed at selling, marketing or promoting Advertiser's own products or Services as more specifically described in each of the Advertiser's Insertion Order(s), and which serves as the basis to drive prospective online users and/or consumers to its landing page, website(s) or applications.

- v. "Parties" means, collectively each of the parties to this Agreement, that is, Affiliati Network, Advertiser, and Guarantor, as defined herein. The parties may also be individually referred to as a "party."
- w. "Pay Per View" or "PPV" means a type of billing program for a Campaign involving traffic generated when a user views or visits a website, and can appear via pop up, pop under, banner advertising, display and contextual advertising, which shall be computed according to Affiliati Network's terms, conditions, and rules as set forth in the Advertiser's Insertion Order(s) and Affiliati Network Advertiser Terms and Conditions.
- x. "Pay Per Call" or "PPC" means a type of billing program for a Campaign involving traffic that goes through to an offer via a telephone call or any digital voice chat or action, which shall be computed according to Affiliati Network's terms, conditions, and rules as set forth in the Advertiser's Insertion Order(s) and Affiliati Network Advertiser Terms and Conditions.
- y. "Program" means the digital advertising and affiliate marketing program and billing model selected in the Insertion Order(s) to be used in an Advertiser's Campaign.
- z. "Person" means any individual, company, body corporate, association, partnership, firm, joint venture, trust, or Governmental Entity.
- aa. "Publisher," "You," or "Your" means each individual or company that has entered into these Terms, and serves as an internet advertising publisher or affiliate, which maintains a proprietary relationship with Affiliati Network, and owns internet advertising space, links, newsletters, websites, and/or opt-in email or telephone number lists for the purpose of completing digital advertising or affiliate marketing campaigns for the benefit of Advertiser using Advertiser's Ad Content.
- bb. "Publisher's Materials" means any marketing materials, content, SMS/text messages, post, advertisement, display, banner, messaging, telephone calls or any other means utilized by Publisher to carry out any services under these Terms in the Campaign and/or for an Advertiser.
- cc. "Rebill" means the instance when the Advertiser bills and collects payment from a consumer at the second cycle of its trial program or campaign (also known as a negative option or continuity program or plan). In trial programs, the second cycle is the first full billing transaction after the first cycle, i.e., initial sale for shipping/handling charges. The Rebill Rate, also known as "Retention Rate," refers to the percentage of transactions that rebilled in that second cycle, that is by taking the total number of rebills and dividing it by the total number of first cycle/initial trial sale transactions.
- dd. "Revenue Share" means a type of billing program where there is an allocation of profits from an Advertiser's Campaign subject to and in accordance with Affiliati Network's terms, conditions, and rules applicable to the program selected by the Advertiser in the Insertion Order.
- ee. "Search" means buying traffic on a pay per click basis from a search engine by bidding on keywords relevant to a given Offer. Traffic can be driven either directly to the Offer landing page, or through a landing page controlled by the Publisher (which then links to the Advertiser's Offer's landing page).
- ff. "Services" means the affiliate marketing services offered by Affiliati Network, that is, Affiliati Network, shall act solely as a broker and exchange platform that connects advertisers with certain publishers who will promote an advertiser's Campaign in accordance with terms of the Insertion Order(s). Affiliati Network does not create nor conduct advertising, market nor sell any products or services to consumers, and does not create nor disseminate consumer-directed advertisements. Affiliati Network does not conduct media buying or placements associated with any consumer-directed advertisements for itself or on behalf of any advertisers or publishers.
- gg. "Social Media" means any advertisement or display banner on a social networking website or application, such as Facebook.
- hh. "Step" or "Steps" means certain stages of the sales process, including any up sale of an additional product, by which an Advertiser and Network can agree on certain commissions per each Step.
- ii. "Survey" means a method of digital advertising or marketing that contains an online survey and questions aimed at gathering information from an online user or consumer, used to direct an online user or consumer to an Advertiser's Offer or webpage solely in exchange for completing the survey or questions. However, "Survey" is not a form of "Incentivized" advertising unless it also satisfies that defined term under this Agreement.
- jj. "Testimonial" includes, without limitation, consumer endorsements or testimonials, celebrity or expert endorsements, verbal statements, demonstrations, photos or other depictions of the name, signature likes or other identifying person characteristics of an individual or the name, logo, or seal of an organization
- kk. "Traffic" means online data sent, transmitted, or received by users or visitors to a landing page or website,

whether derived from computers, mobile devices or any other physical or electronic device or application. II. "Trial Offer," "Trial Program," "Continuity Program," "Negative Options," or "Negative Option Plans" means a marketing program in which an Advertiser offers consumers a trial of a product or service for free or at a nominal price for an introductory period (such as shipping and handling), then the consumer incurs a charge or pays a greater amount if they do not cancel, reject, or return the good or service before the end of the trial period or in accordance with the Advertiser's terms of its trial offer.

3. APPROVAL OF PUBLISHER.

Upon approval by Affiliati Network and subject to the terms and conditions of these Terms, Publisher agrees to promote an Advertiser's product or service in accordance with applicable law, as set forth herein, and the applicable terms of the Advertiser's Campaign in exchange for earning a commission. Publisher agrees and acknowledges that Publisher must apply and obtain official approval from Affiliati Network before Publisher may become authorized to participate in the Network and before it is entitled to receive commissions. To do so, Publisher must submit an online application and undergo an evaluation and vetting process. Publisher acknowledges that Affiliati Network may reject an application in Affiliati Network's sole discretion. Publisher also acknowledges that even if Publisher's application is approved, Affiliati Network reserves the right to reevaluate Publisher and/or reject Publisher at any time in its sole discretion. In order to be eligible to become an approved Publisher, and in order to maintain an active Publisher status, Publisher makes the following representations:

- i. Publisher must be qualified and licensed to do business and is in good standing in every jurisdiction where such qualification and/or licensing is required for purposes of these Terms.
- ii. Publisher must have full right, power and authority to enter into these Terms and to perform its obligations under these Terms.
- iii. Publisher must have taken all necessary corporate action to authorize the approval of these Terms by its representative who has approved or executed these Terms, and who is authorized to bind Publisher to all terms of these Terms; and when approved electronically, these Terms will constitute the legal, valid and binding obligation of Publisher enforceable against it in accordance with its terms.
- iv. Publisher must provide truthful and complete disclosures to Affiliati Network, including, but not limited to, with respect to Publisher's application and registration with the Network.
- v. Publisher agrees to the approval of these Terms by electronic means, which includes, by approving these Terms upon registering on Affiliati Network's website to participate in the Network.
- vi. Publisher further agrees and understands that from time to time, these Terms are subject to change and although Publisher will receive notice that the Terms have been updated, Publisher agrees and understands that Publisher's use of the Network shall be considered Publisher's express consent to Affiliati Network's updated Terms. The latest version of these Terms can be viewed on Affiliati Network's website here:
<https://affiliatinetwork.com/publisher-terms-and-conditions/> (<https://affiliatinetwork.com/publisher-terms-and-conditions/>).

4. PUBLISHER OBLIGATIONS AND REQUIREMENTS.

In order to remain an authorized Publisher within the Network, Publisher and Publisher's Materials must comply with the following requirements at all times while participating in any Campaign through the Network:

- i. Publisher shall comply with all applicable laws, statutes, ordinances, regulations, and legal guidelines (collectively, "Laws") including, without limitation, those Laws governing false or deceptive advertising, cybersquatting, intellectual property, privacy, and publicity rights, the Federal Trade Commission Act ("FTC Act"), Federal Trade Commission ("FTC") regulations and guidelines implementing the FTC Act, Restore Online Shopper's Confidence Act (ROSCA), all state and local counterparts to the FTC Act and associated regulations in every jurisdiction in which Publisher conducts business, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, the FTC's Telemarketing Sales Rule, the Federal Reserve Board's Regulation E, Federal Communications Commission regulations and guidelines, including Mobile Marketing Association guidelines, and FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising, all as amended from time to time.
- ii. Publisher's Materials shall contain legitimate content, substance and material, not simply a list of links or advertisements.
- iii. Publisher's Materials shall contain the appropriate and approved language content in accordance with the terms of the Campaign.
- iv. Publisher's Materials shall be represented by a legitimate second-level domain name. A shared server is not acceptable.
- v. Publisher's Materials shall not be offered as a part of a community-based website, personal entry or personal page.
- vi. Publisher's Materials may not incentivize users to click on ads. Incentives include, but are not limited to, awarding users cash, points, prizes, contest entries, etc.
- vii. Publisher's Materials shall be entirely functional at all levels; no "under construction" sites or sections are permissible.
- viii. Publisher's Materials shall not contain spawning process pop-ups and exit pop-ups.
- ix. Publisher's Materials shall not promote nor contain any racial, ethnic, political, hate-mongering, investment, money-making opportunities, deceptive, misleading, fraudulent, advice or content not permitted by law, violence, profanity, or otherwise objectionable content, as determined by Affiliati Network; obscene or sexually explicit content; defamatory, tortious, or threatening content; private or confidential information of another person, materials that impersonate any person or entity, unauthorized or misleading endorsements, promotions of illegal activities, substances, drugs, terrorism, crimes, software piracy, hacking, or explosives; any material that contains spyware, adware, spamware, mail bomb, software viruses, computer code, files or Campaigns designed to interrupt, destroy or limit the functionality of any network, computer software or hardware or telecommunications equipment; software or processes that harvest and/or collect personal identifiable or confidential information of another person or entity without consent; material that otherwise infringes upon the rights of any third parties including, without limitation, false advertising, unfair competition, invasion of rights of publicity or privacy, violation of any anti-discriminatory law or regulation, or any other right of any person or entity; material that violates the CAN-SPAM Act of 2003, as amended ("CAN-SPAM"); material or automated marketing text messages to consumers that violates the Telephone Consumer Protection Act (TCPA), or contain material or content related to any illegal activity whatsoever (including any violations of applicable U.S. state or federal law or regulation, or the laws of any other jurisdiction in which Publisher operates).
- x. When engaging in any form of marketing using SMS/text messaging or telephone calls in a Campaign ("Messaging"), Publisher may only contact consumers ("Consenting Users") who have provided "prior express written consent" ("TCPA Consent") as that term is defined in the Telephone Consumer Protection Act (47 USC § 227) and its implementing regulations, 47 CFR §64.1200, as amended from time-to-time ("TCPA"). The language to be used by Publisher to obtain TCPA Consent from Consenting Users ("Consent Language") must include the Publisher, as well as all language and other elements required under the TCPA, the most recent version of the Mobile Marketing Association ("MMA") U.S. Consumer Best Practices for Messaging, the most recent version of the Cellular Telecommunications Industry Association ("CTIA") SMS Interoperability Guidelines and CTIA Short Code Monitoring Handbook, the rules, terms, conditions and policies of all participating mobile telephone carriers, as well

as any other rules applicable to Messaging (“Applicable Messaging Rules”). Sample Consent Language from Publisher’s own sites as well as any other data sources of Publisher shall, upon written request, be provided to Affiliati Network.

xi. Publisher shall maintain or cause to be maintained records (“TCPA Records”) of the TCPA Consents obtained from each Consenting User, including date and time stamp of when the TCPA Consent was obtained, the IP address/device ID of the Consenting User, the Consent Language associated with each such TCPA Consent and such other information, and/or documentation, that is reasonably necessary to prove in a regulatory or judicial proceeding, or in discussions that could reasonably be expected to predate such a proceeding, that the Publisher secured legally sufficient TCPA Consent from the Consenting User to be contacted via Messaging by Publisher for the Advertiser. Publisher shall maintain the TCPA Records at its expense for at least 7 years, and shall provide such TCPA Records to The Affiliati Network within five (5) days of any written request.

xii. Publisher shall evaluate and vet all Messaging service providers and only use those entities/persons (“Approved Providers”) who have the technical capabilities and appropriate training and management that enables such Approved Providers to send SMS/text messages (“Messages”) in compliance with all Applicable Laws, Rules and Regulations and in accordance with these Terms including, but not limited to: (a) sending Messages in accordance with the Telemarketing Sales Rule time of day restrictions based on where the recipient resides; (b) maintaining an operable opt-out system which suppresses users who opt-out from receiving future Messages; and (c) maintaining a system which records the date/time stamp and Message content for each Message sent to recipients. Publisher shall be solely responsible for the acts and omissions of its Approved Providers.

xiii. Publisher shall ensure that all Messages sent in connection with a Messaging Campaign comply with all Applicable Laws, Rules and Regulations, Applicable Messaging Rules and the other terms, conditions and restrictions contained in these Terms. The content of all Messages to be sent for a Campaign (“Message Content”) shall be provided to Affiliati Network for its prior written approval before such Message Content is used for a Campaign. No copy, images, links, buttons or text other than the Message Content that was pre-approved by Affiliati Network, in writing (including any links provided by Affiliati Network), may be used by Publisher in connection with its Messaging activities. Publisher will not make any changes to the Message Content without Affiliati Network’s prior written approval in each instance. If receiving phone data for the purpose of SMS/text messaging or telephone calls from a third-party, Publisher will ensure that there is appropriate TCPA Consent.

xiv. Affiliati Network reserves the right to monitor Publisher’s activity using a combination of its own seeding and proprietary software and/or third-party monitoring services including Lashback, to confirm that Publisher’s Messaging activities comply with this Addendum. Leads generated from Messaging activities that do not comply with these Terms shall be deemed invalid leads or conversions. If Publisher is unable to reasonably prove that Publisher’s Messaging activities are compliant, Publisher will forfeit all commissions related to those leads or commissions, and all pending commissions may be rightfully withheld by Affiliati Network pending its investigation and determination of Publisher’s financial obligations for its noncompliant activities.

xv. If Publisher uses any non-compliant Consent Language or Message Content, or, in the reasonable discretion of Affiliati Network, otherwise violates these Terms, any Business Rules, Applicable Laws, Rules and Regulations or Applicable Messaging Rules, Affiliati Network may: (a) disable any links contained in the Messages; (b) immediately terminate the Agreement; (c) withhold all payments otherwise due and owing to Publisher; and/or (d) suspend Publisher from the Campaign and/or from providing services to the Advertiser; (e) terminate Publisher from the Network, and/or (f) seek indemnity and/or hold Publisher liable for any and all damages and/or claims attributable to same in accordance with these Terms.

xvi. Publisher shall not contact any consumers who are registered on any state or federal Do-Not-Call registry (e.g., National Do-Not-Call Registry and any state or local equivalent), any consumers that are on any suppression, “do-not-call” or “opt-out” lists, or any consumer that express that they do not wish to be contacted at any time.

xvii. Affiliati Network reserves the right to request a copy of Publisher’s suppression file (also known as the “opt - out” list) to ensure it is up to date according to compliance guidelines. Failure to comply with guidelines will result in termination of Publisher’s approved status in the Network, and/or forfeiture of any pending commissions.

xviii. Each Publisher shall utilize opt-in language specifically asking for consent to receive the applicable Publisher's Messaging. Publisher shall utilize independent Opt-in verification, video capture/replay of consumer opting-in on the source website, and long-term lead certification storage. Sensitive data flagging and real-time page scanning are recommended by Affiliati Network but not required. For any SMS text message-based opt-ins, Publisher shall send a confirmation text message in reply that contains the company name, fulfillment of the offer that compelled the opt-in, a mention as to the frequency of messages, disclosure of possible carrier costs and fees, and an option to ask for help and opt-out of future SMS text messages. Upon Affiliati Network's request, consumer opt-in data shall be provided within 48 hours of written notice.

xix. Publisher shall not send more than two (2) SMS text messages to a single recipient within any 24-hour period. Publisher shall only send SMS text messages between 8 A.M. and 9 P.M. in the recipient's time zone.

xx. Each commercial SMS text message shall display conspicuously a clear notice which details how, whether through a return SMS text message or another Internet based tool, recipients can request not to receive further messages from the sender. The opt-out mechanism described in each commercial SMS text message shall be effective for at least thirty (30) days following the original date the SMS text message is transmitted. If a recipient requests not to receive commercial SMS text message, the sender or any person acting on behalf of the sender will not, more than ten (10) business days after receipt of the opt-out request, send or assist another in sending to that recipient, any SMS text message that falls within the scope of the opt-out request. Once an opt-out request is received from a recipient of a commercial SMS text message, sender shall not disclose to any third party such recipient's phone number or e-mail address and shall send confirmation of opt-out to recipient. Publisher shall maintain written procedures for checking the Do Not Call registry list and maintain a company-specific do-not-call list for consumers who have requested not to be contacted. Publisher shall scrub audience lists against both lists weekly at a minimum.

xxi. Publisher shall not send any Messaging with information (e.g., sender name and e-mail address, domain name, and subject line) that is materially false or misleading, i.e., altered or concealed in a manner that impairs the ability of others to identify, respond to, or locate the sender or to investigate the alleged violation. This shall include sending Messaging information that is technically accurate, but which was obtained by false pretenses. Publisher shall not send any Messaging if the message is likely to mislead recipients as to the contents or subject matter of the message.

xxii. Publisher must ensure all above user data collection, management, and suppression processes are in place. Publisher must receive written approval by Affiliati Network to send SMS text messages to 3rd party audience lists.

xxiii. Publisher must maintain their own opt-out or suppression list and scrub against federal and state Do-Not-Call registries and all internal suppression lists at least once per week. All opt-outs from receiving Publisher's Emails must be promptly added to its internal do-not-call and do-not-email lists.

xxiv. Publishers may not imply that any form of compensation is guaranteed/available/waiting/owed/etc. and must qualify any statement about compensation.

xxv. Publishers must avoid false or misleading claims. All representations contained in copy must be truthful and accurate. Publisher must not imply that the recipient is qualified for, entitled to or has been pre-approved for any compensation. Instead, copy should make clear that by clicking a link or call to action button, the consumer will see if they qualify. Publisher's Materials must avoid language suggesting a prior relationship/transaction with the recipient unless the recipient has subscribed specifically in that manner.

xxvi. Publishers may not use the following terms/symbols/emojis/list specific monetary amounts, such as those for cash, restitution, dollar symbols/emojis (\$\$\$), list specific monetary amounts, mention that any compensation is available or how much the company has been legally ordered to pay.

5. AD CONTENT AND CREATIVES.

Ad Content and Creatives are the sole responsibility of and generated by the Advertiser, and in some instances by Publisher so long as the Ad Content and Creatives that are generated by Publisher comply with these Terms, all applicable laws, rules and regulations, and/or the Campaign terms. Upon approval of the Publisher by Affiliati Network to participate in the Campaign, Publisher shall be permitted to download Creatives from the Network: (i) for appropriate publication by Publisher on all approved marketing channels. Publisher shall include the specific links provided by Affiliati Network directing traffic to Affiliati Network's Advertisers in all Creatives for each specific Campaign in which Publisher participates. Publisher's use of all Creatives, whether created by Advertisers or Publisher or any other party, may be rejected at any time by the Affiliati Network if they fail to comply with these Terms. Affiliati Network may, at its sole and absolute discretion, request Publisher remove or stop using Creatives or other Campaign related material, and Publisher shall remove Creatives or other Campaign related material within 24 hours of Affiliati Network's request. Failure by Publisher to do so may, in Affiliati Network's sole discretion, result in Affiliati Network terminating Publisher's active status, removing Publisher from any or all Campaigns, and or terminating Publisher as an affiliate of the Affiliati Network, as Affiliati Network deems appropriate at its sole and absolute discretion.

6. USE OF SUB-CONTRACTORS OR SUB-AFFILIATES.

Subject to the terms of these Terms, Publisher may use a third party vendor, contractor, or business partner to fulfill its obligations or perform under the Campaign ("Sub-Affiliate"), so long as the Sub-Affiliate(s) are first disclosed in writing by Publisher to Affiliati Network, the Sub-Affiliate(s) meet the same criteria for approval as set forth in these Terms and the Sub-Affiliate(s) comply with all the terms and conditions that are applicable to Affiliate under these Terms and Campaign terms. Affiliati Network reserves the right to approve or reject any Sub-Affiliates and may revoke a prior approval of any Sub-Affiliate at any time and for any reason. As a result, Publisher shall be responsible for and shall fully and unconditionally indemnify, defend and hold Affiliati Network harmless for any and all actions of any of its Sub-Affiliates, including the payment of legal fees and costs if necessary. If Affiliati Network grants approval to a Publisher's Sub-Affiliate, notices to the Publisher shall be deemed adequate notice to that Publisher's approved Sub-Affiliate(s). Publisher agrees that Affiliati Network shall never have any obligation to make any payment to Sub-Affiliate, including, but not limited to the payment of any fees or commissions. Affiliati Network reserves the right to withhold or refuse payment to Publisher in the event that any of its Sub-Affiliates breach the terms of the Campaign or these Terms. Publisher may only use a Sub-Affiliate if (i) Publisher provides Affiliati Network the name and/or sub-ID for the Sub-Affiliate, and (ii) Affiliati Network provides its prior written approval for the proposed Sub-Affiliate (once approved, an "Approved Sub-Affiliate"). In that event, Publisher shall be responsible for the actions of the Sub-Affiliate and Publisher shall maintain and provide to Affiliati Network, upon request: (a) any and all names under which its Sub-Affiliate do business; (b) the state of incorporation/formation of each of Sub-Affiliate; (c) the registered agent of each of its Sub-Affiliate; (d) the first and last name, physical address, country, telephone number, and email address for at least one natural person who owns, manages or controls each Sub-Affiliate, as the case may be; and (e) the complete bank account information associated with the payments that are to be made to the Sub-Affiliate.

6. PAYMENT OF COMMISSIONS.

Affiliati Network will specify within its Network the amount and terms under which Publisher will earn payment of a Commission for a particular Campaign. Payments to Publisher are generated from a specified Action as defined by Affiliati Network for each particular Campaign, Affiliati Network shall pay Publisher the specified and applicable rate. The applicable Action associated with each Campaign shall be set forth in the applicable Campaign terms and,

unless otherwise specified, such definition shall only apply with respect to that Campaign. Publisher shall only be entitled to payment for Actions Affiliati Network deems valid based upon Affiliati Network's tracking of such Actions pursuant to Section 7 of these Terms. If Publisher agrees to participate in a Campaign, Publisher agrees to place the applicable Campaign's Creatives on the Publisher Materials, in accordance with these Terms and the accepted Campaign terms. Affiliati Network may, at its sole discretion, change a Campaign at any time, upon prior notice to Publisher, unless otherwise specified in the Campaign terms. In the event Publisher violates, or if Affiliati Network in good faith believes that Publisher has violated, any of the terms in these Terms or the Campaign, Affiliati Network shall not be obligated to pay Publisher any Commissions owed to Publisher and Affiliati Network, in its sole and final discretion, may offset and withhold Commissions due to Publisher to satisfy any losses, damages, legal fees, consulting fees, or penalties incurred by Affiliati Network due to Publisher's violations. Publisher further understands and agrees that Commissions will be paid to Publisher only following Affiliati Network's receipt of the Advertiser's payment of the applicable Commissions with respect to such Campaign. Affiliati Network may, in its sole discretion and from time to time, elect to advance to Publisher part or all of the Commissions prior to the receipt of payment by an Advertiser, but in no event will Affiliati Network be obligated to do so. Publisher acknowledges and agrees that payment of Commissions may be delayed where the Publisher has not complied with these Terms and that in no case shall Affiliati Network be liable to the Publisher for any loss, costs, or expenses directly or indirectly incurred by the Publisher as a result of such delay or that arises from Publisher's violations of these Terms.

7. TRACKING.

Affiliati Network shall track all Actions for each Campaign in real time. Campaign data compiled by Affiliati Network including, but not limited to, data, numbers and calculations regarding Actions ("Campaign Data"), will be calculated by Affiliati Network through the use of industry standard tracking technology and shall be final and binding on Publisher. Publisher shall not modify or otherwise interfere with Affiliati Network's tracking devices in any way. Any questions, objections, or complaints regarding the Campaign Data must be submitted in writing within fourteen (14) days of initial appearance in the tracking system; otherwise the Campaign Data will be deemed to be accurate and approved by Publisher.

8. TIMING OF PAYMENTS.

Publisher agrees to be paid and accept the amount for each Action specified in the applicable Campaign terms and in accordance with these Term. Unless otherwise stated in the Campaign terms and excluding circumstances that would result in a delay in payment of Commissions to Publisher by Affiliati Network as described in more detail in Section 6 above, Affiliati Network will issue payment to Publisher on a monthly net 15 basis, i.e. by the 15th of each month, for each preceding month.

9. AVAILABILITY OF NETWORK.

Publisher understands and agrees that on occasion the Network may be inaccessible, unavailable or inoperable for any reason, including, but not limited to, the following: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs; or (iii) causes beyond the control of Affiliati Network or which are not reasonably foreseeable

by Affiliati Network including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, the unavailability, operation, or inaccessibility of websites or interfaces, network congestion or other failures. Affiliati Network will attempt to provide the Service on a continuous basis. However, Publisher acknowledges and agrees that Affiliati Network has no control over the availability of the Service and Network on a continuous or uninterrupted basis. Terms of these Terms are subject to Affiliati Network's hardware, software, and bandwidth traffic limitations. Affiliati Network's failure to deliver because of technical difficulties does not represent a failure to meet the obligations of these Terms.

10. FRAUD, CLAIMS AND DISPUTES.

Affiliati Network actively monitors Campaigns for fraudulent activity. In the event that Affiliati Network suspects that Publisher's account or the Campaign has been used in a fraudulent manner, Publisher's account may be deactivated by Affiliati Network without notice effective immediately pending Affiliati Network's further investigation. If Publisher inflates Actions, through the use of fraudulent means of traffic generation, Publisher will forfeit all of the amounts owed to Publisher by Affiliati Network related to that Campaign, and Publisher's account may be either suspended or terminated effective immediately without notice. Affiliati Network reserves sole judgment in determining fraud. Publisher agrees to cooperate in good faith with Affiliati Network during its investigation of any fraud, and Publisher agrees to be bound by any and all of Affiliati Network's determinations. It is Publisher's obligation to prove to Affiliati Network that Publisher has not engaged in fraud. Affiliati Network will hold Publisher's payments in 'Pending Status' until Publisher has satisfactorily provided evidence that demonstrates to Affiliati Network that Publisher has not engaged in fraud. If Publisher is unable to provide Affiliati Network with satisfactory evidence that Publisher has not engaged in fraud within seven (7) days of Publisher's account being placed on hold pending an investigation of fraud, then Affiliati Network reserves the right to terminate Publisher's account and cancel payment on the applicable Actions, at its sole discretion and without any further obligations to Publisher.

11. TERMINATION.

Unless otherwise set forth in these Terms, either party may terminate these Terms at any time by delivering to the other forty-eight (48) hours advance written notice of such party's intent to terminate. No termination shall be effective, and this agreement shall remain in full force and effect, until forty-eight (48) hours after the other party receives the terminating party's notice of termination. In the event Affiliati Network discovers that Publisher has violated these Terms or engaged in any questionable or fraudulent marketing practices, Affiliati Network may in its discretion suspend, terminate, or permanently ban Publisher from the Network. Upon termination or expiration of these Terms, for any reason, Publisher shall continue to perform its obligations under Sections 12, 13, and 14 below, and any other provisions of these Terms which are to expressly survive, or that may reasonably be expected to survive, termination or expiration of these Terms.

12. NON-DISCLOSURE AND CONFIDENTIALITY.

a. **Non-Disclosure.** As an Affiliate of the Affiliati Network, it is anticipated that Affiliati Network may disclose or deliver to Publisher certain trade secrets, and/or Confidential Information, as defined herein, belonging to Affiliati Network and/or its Advertisers or other affiliates. "Confidential Information" includes, but is not limited to, all proprietary or business-sensitive information, whether oral, written, graphic, machine-readable or tangible form, and whether or not registered, and including all notes, plans, records, documents, computer Campaigns and software and other evidence thereof, including without limitation all: methods, know-how, strategies, patents, patent applications, copyrights, trademarks, trade names, Services marks, customer or client lists, pricing policies, operational methods, marketing plans or strategies, procurement and sales activities or methods, promotion and pricing techniques, credit and financial data, and other information, data and documents now existing or to be created by Affiliati Network, regardless of whether any of such information, data or documents qualify as a "trade secret" under applicable federal or state law. Affiliati Network wishes to ensure that the information so exchanged is treated by all parties as strictly confidential, and Publisher agrees to treat all information Publisher receives from Affiliati Network in the strictest confidence. Publisher shall hold the Confidential Information in the strictest confidence and shall not disclose the Confidential Information to any third party without Affiliati Network's written consent. Publisher agrees not to disclose any Confidential Information to any unauthorized person and promise not to use any Confidential Information for any purpose other than in connection with the subject matter contained in these Terms. Upon termination or expiration of these Terms for any reason, with or without cause, Publisher shall immediately surrender and turn over to Affiliati Network all proprietary and Confidential Information in Publisher's possession.

b. **Procedure.** If Publisher becomes legally compelled to disclose any Confidential Information, Publisher shall provide to Affiliati Network: (1) prompt written notice of such requirement so that Affiliati Network may seek, at its sole cost and expense, a protective order or other remedy; and (2) reasonable assistance, at Affiliati Network's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Publisher remains required by law to disclose any Confidential Information, Publisher shall disclose no more than that portion of the Confidential Information which, on the advice of Publisher's legal counsel, Publisher is legally required to disclose, and, upon Affiliati Network's request, Publisher shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

c. **Injunctive Relief.** The Parties recognize that each Party has legitimate business interests to protect and as a consequence, each Party, and its principals, agree to the restrictions contained in this Agreement because they further each Party's legitimate business interests. The Parties acknowledge and agree that damages in the event of a breach or threatened breach of the covenants contained above in this Agreement will be difficult to determine and the non-breaching Party will not have an adequate remedy at law, and therefore the Parties agree that they may, in addition to seeking actual damages, seek specific enforcement of the covenants set forth in this Agreement by way of the issuance of a temporary or permanent injunction, without notice and without the necessity of a bond. The Parties agree that the covenants in this Agreement are reasonable, including without limitation the period of time, scope, and geographical area. However, should it be determined that any provision is unreasonable, the Parties agree that the covenants should be interpreted and enforced to the maximum extent deemed reasonable under applicable law. The Parties' obligations contained in this Section 12. shall survive the termination of these Terms for any reason.

13. NON-CIRCUMVENT.

Publisher recognizes that Affiliati has proprietary relationships with its Advertisers. Publisher agrees not to circumvent Affiliati Network's relationship with such Advertisers, or to otherwise solicit, purchase, contract for or obtain Services similar to the Services performed by Affiliati Network hereunder from any Advertiser that is known, or should reasonably be known, by Publisher to have such a relationship with Affiliati Network. Affiliati Network shall confirm to Publisher whether a particular Person has a relationship with Affiliati Network upon Publisher's

reasonable request for the sole purpose of Publisher's compliance with this Section 12, and Publisher may not use such information for any other purpose other than compliance with this Section 12. Notwithstanding the foregoing, to the extent that Publisher can show that any such Advertisers already provided such Services to Publisher prior to the date of the first Insertion Order(s) executed by the Parties, then Publisher shall not be prohibited from continuing such relationship. Publisher agrees that monetary damages for its breach, or threatened breach, of this Section 10 will not be adequate and that Affiliati Network shall be entitled to injunctive relief (including temporary and preliminary relief) without the requirement to post a bond, in addition to any other available legal remedies or damages.

14. INDEMNIFICATION.

Publisher agrees to defend, indemnify and hold harmless Affiliati Network and its respective directors, officers, employees, and agents from any and all losses, damages, demands, claims, assessments, actions, deficiencies, penalties, interest, expert witness fees, reasonable pre-litigation, litigation and appellate attorneys' fees (including without limitation those incurred to enforce this indemnity), and other costs and expenses (collectively "Losses") related to or incurred as a result of Publisher's or Publisher's Sub-Affiliate's actions, inactions, negligence, the Publisher Website, Advertisements, Ad Content, Messages, Offer, Campaign, and/or Publisher's or Publisher's Sub-Affiliate's breach of any portion of these Terms or applicable Campaign terms. If any action is brought against Affiliati Network with respect to any allegation for which indemnity may be sought from Publisher or Publisher's Sub-Affiliate(s), Affiliati Network will promptly notify Publisher of any such claim of which it becomes aware and will (i) provide reasonable cooperation to Publisher at Publisher's expense in connection with the defense or settlement of any such claim and (ii) be entitled to participate at its own expense in the defense of any such claim. Publisher or Publisher's Sub-Affiliate shall not acquiesce to any judgment or enter into any stipulation or settlement that adversely affects Affiliati Network's rights or interests without the prior written consent of Affiliati Network.

15. INSURANCE REQUIREMENTS.

Prior to entering into these Terms, Publisher shall secure proper insurance coverage for its own respective businesses and maintain such insurance through the duration of this Agreement, which includes, Commercial General & Contractual Liability Insurance, Professional Liability Insurance, Workers Compensation Insurance, Cyber Insurance, Advertising Insurance, Business Interruption Insurance, and Commercial Automobile Liability Insurance coverage. Affiliati Network shall be identified as an additional named insured in each policy of insurance. All insurance shall be adequate to protect Affiliati Network from any claims or damages for any accident, incident, personal injury or death which may arise from Publisher's services and activities being provided under these Terms. Upon request by Affiliati Network, Publisher shall provide Affiliati Network with proof of securing all such required insurance..

16. DISCLAIMER OF WARRANTIES.

AFFILIATI NETWORK PROVIDES ITS SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT ANY GUARANTEE OF CONTINUOUS OR UNINTERRUPTED DISPLAY OR DISTRIBUTION OF ANY OF THE SERVICES. IN THE EVENT OF INTERRUPTION OF DISPLAY OR DISTRIBUTION OF ANY OF AFFILIATI NETWORK’S SERVICES AFFILIATI NETWORK’S SOLE OBLIGATION WILL BE TO RESTORE THE SERVICES AS SOON AS PRACTICABLE. AFFILIATI NETWORK DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

17. LIMITATION OF LIABILITY.

IN NO EVENT SHALL AFFILIATI NETWORK BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTION OF BUSINESS, LOSS OF USE, LOST BUSINESS, LOST PROFITS, LOSS OF INFORMATION OR DATA, OR THE LIKE (EVEN IF AFFILIATI NETWORK WAS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING), ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, CAMPAIGN, OR PUBLISHER’S USE OF OR ASSOCIATION WITH AFFILIATI NETWORK’S SERVICES. UNDER NO CIRCUMSTANCES SHALL AFFILIATI NETWORK BE LIABLE TO PUBLISHER OR ANY THIRD PARTIES FOR AN AMOUNT GREATER THAN THE AMOUNTS PAID TO PUBLISHER UNDER THESE TERMS IN THE 12 MONTHS PRIOR TO THE ACT OF INJURY THAT GAVE RISE TO ANY ALLEGED LIABILITY. AFFILIATI NETWORK SHALL NOT BE RESPONSIBLE FOR ANY CONDUCT OR FRAUD OF THE ADVERTISER(S), PUBLISHER, ONLINE USERS, AFFILIATES, OR THIRD PARTIES.

18. NOTICES.

All notices shall be sent to the addresses submitted by Publisher when registering with Affiliati Network, and/or when using Affiliati Network’s Website or Services, by certified mail, facsimile, electronic mail (e-mail) or courier. Affiliati Network’s Services are conducted and provided electronically. Therefore, Publisher agrees that Affiliati Network may communicate electronically with Publisher with respect to any and all matters relating to the Services. Publisher further agrees that any notice or other communication that is sent electronically to Publisher’s most up-to-date contact information provided within the Insertion Order(s) will satisfy and constitute valid notice under these Terms and any proceeding under Section 20.

19. SURVIVAL.

Each provision of these Terms reasonably intended by its terms to survive termination or expiration of these Terms shall so survive.

20. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association (AAA) in Miami, Florida, in accordance with the AAA's Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All claims shall be heard by a single arbitrator and the arbitration shall be governed by the laws of the State of Florida. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. The prevailing party in any such arbitration shall be entitled to an award of its reasonable attorney's fees and costs. The award of the arbitrators shall be accompanied by a reasoned opinion. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness(es). In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award.

21. GOVERNING LAW.

This Agreement will be governed and construed in accordance with the laws of the state of Florida without giving effect to conflict of laws principles, and all federal law.

22. ATTORNEYS' FEES.

The prevailing party in any action to enforce or interpret any provision or provisions of this Agreement shall be entitled to its/his/her reasonable attorneys' fees in addition to all other costs associated with the action or appeal whether or not the action advances to judgment, including any and all costs for expert witnesses, in addition to any other relief to which that party may be entitled.

23. WAIVER OF JURY TRIAL.

EACH PARTY TO THESE TERMS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THESE TERMS OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS, THE INSERTION ORDER(S), OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

24. MISCELLANEOUS.

If any provision of these Terms is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Publisher may not assign these Terms without the prior written consent of Affiliati Network. The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors and joint administrators and assigns. The parties to these Terms are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. These Terms sets forth the entire agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties as to the subject matter hereof. Except as otherwise set forth herein, only a writing signed by both parties may change these Terms. In the event the terms of any Campaign and these Terms conflict, the Campaign terms will govern only with respect to the duration of the Services, fees, invoicing and payment terms, otherwise these Terms shall govern and control. Affiliati Network's failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision.