

Terms and Conditions

1. YamiLeads is the business name of a network ("Network") owned, operated and managed by Ananci Teck LTD. ("Company") with a system ("Platform") on the Internet which, among others, brokers goods and services ("Products") between Partners and Advertisers, in particular by way of affiliate marketing.
The terms Network and Company have the same meaning as long as the Network owned by the Company.
2. "Contract" or "Agreement" - these terms and conditions.
3. **Service Description and Subject Matter of the Contract**
 - 3.1. Participants on the Platform are Partners, Advertisers, and Network. Advertisers are natural persons or legal entities who make their various own or third-party Products available on the Platform. Network makes single or bundled products ("Offers") available to Partners on the Platform. Partners are natural persons or legal entities who promote Offers on their own or third-party's websites, in an email, or in the capacity of a network operator connected to yet another Partner (hereinafter referred to as "Sub-Publisher"), using advertising or promotional material such as, but not limited to, banners, product data, text links, emails or videos as part of search engine marketing (hereinafter referred to as "Advertising Material").
 - 3.2. Partners promote the Offers by means of placing affiliate links generated when creating a Campaign (hereinafter referred to as "Campaign") on own or third-party websites, in an email, or their own network, or the like (hereinafter referred to as "Advertising Space"). When a third-party, such as an end customer, performs a certain pre-determined action on the Platform (hereinafter referred to as "Conversion"), the Partner is entitled to remuneration from Network ("Commission"), and Network is entitled to remuneration from the Advertiser ("Network Commission"). Conversions eligible for Commission are defined in the individual Offer descriptions or in the campaign creation process. It is also possible to remunerate combinations of various conversions.
 - 3.3. The Platform monitors and logs the conversions (hereinafter referred to as "Tracking"), whereby the Platform provides the Partner with an overview thereof. The Tracking is decisive for the identification of successful Conversions and for the calculation of the resulting Commission.
4. **Conclusion of the Contract**
 - 4.1. To participate in the Platform, Partner must be a registered member. Advertisers must either be a registered member or sign an Insertion Order (IO) agreement.
 - 4.2. Legal entities or natural persons (over eighteen years of age) may register on the Platform. Network reserves the right to verify the identity of the Advertiser or Partner. Registration with the Platform is non-transferable.
 - 4.3. By completing the registration and accepting these Terms and Conditions (hereinafter referred to as "T&C"), Advertiser or Partners submit a registration request for their participation in the Platform (creating an Account). Network reserves the right to refuse a registration request without citing any reasons.

4.4. Personal data and information can be reviewed and be altered on the Platform.

5. Advertising and Remuneration of Offers

5.1. Campaigns, Offers, and payouts will be determined via Platform/email/skype.

5.2. By choosing to advertise a specific offer the Advertiser or Partner accepts any additional requirements or campaign-specific terms and conditions mentioned in the Offer description or the Campaign creation process. This shall constitute an integral part of the Contract with Network.

5.3. Network shall be free to reject a Partner or all Partners from advertising an Offer. There shall be no entitlement to admission; nor can any claims be lodged due to a non-admission.

5.4. If the Partner is the operator of a network of Sub-Publishers, the Partner shall ensure upon registration that these T&C are communicated to their Sub-Publishers and that their compliance thereto shall be monitored and enforced. The Partner shall be held liable for the conduct of its Sub-Publishers. Network hereby reserves the right to exclude individual Sub-Publishers from the advertising of individual Offers or to reject them in general.

5.5. The Partner shall receive a performance-related Commission from Network. How high this remuneration will be in individual cases and for what kind of conversions it will be granted depends on the specifications featured in the Offer description or Campaign creation process.

5.6. Only advertisements complying with the terms and conditions agreed upon in this Contract and the specific Offer description or Campaign creation process will be paid. Budget, advertisement volume cap, and any other Campaign adjustments shall be valid after they are confirmed by Network. Any exceedance of the caps shall not be paid.

5.7. Partners shall have no claim to any further compensation of expenses or costs.

5.8. Entitlement to payment of the performance-related Commission shall occur only if all of the following conditions are met:

5.8.1. The advertising activity has resulted in a Conversion;

5.8.2. The Conversion has been tracked by Network;

5.8.3. The advertising activity and the Conversion have been approved by the Advertiser and confirmed by Network;

5.8.4. There is no misuse within the meaning of the section titled "Obligations of Partner" of these T&C.

5.9. Network may terminate, change or modify an Offer or Campaign, or the remuneration conditions thereof with 24 hours notice. A claim on the part of the Partner for the operation of an Offer or Campaign at certain conditions shall not be possible.

6. Fraud and scams

6.1. Advertiser or Partner is expressly prohibited from using any persons, means, devices, or arrangements to commit fraud, violate any applicable law, interfere with other Advertiser or Partners, or falsify information in connection with referrals through the Offers or the generation of Commissions or exceed Advertiser's or Partner's permitted access to the Platform. Such acts include, but are in no way limited to, using automated means to increase the number of clicks through the

Offers' links or completion of any required information, using spyware, using stealware, cookie-stuffing, and other deceptive acts or click-fraud. Network expressly prohibits using any hosting proxy/VPN or any other unacceptable tools and techniques by Advertiser or Partner or a third party related to Advertiser or Partner directly or indirectly and reserves the right to immediately decline and not to pay for all and any leads generated via hosting proxy/VPN or any other unacceptable tools and techniques used by Advertiser or Partner or third parties related to Advertiser or Partner directly or indirectly. Network shall make all determinations about fraudulent activity at its sole discretion. Partner will not fraudulently add leads or clicks or inflate leads or clicks by fraudulent/scams traffic generation. Network has a right to decline and not to pay for leads generated via hosting proxy / VPN and other unacceptable tools and techniques, detected by its own, or of 3rd parties, anti-fraud systems. Any fraud, attempted or actual, shall be immediate grounds for Network to terminate Advertiser or Partner's account and withhold any and all sums outstanding to Partner.

7. Performance of Services by Network

- 7.1. Network strives continuously to further develop the Platform. In the course of such development, individual applications may be enhanced, expanded, or slightly modified by Network. Network is entitled, but not obliged, to develop the Platform at its sole discretion and to adjust it according to technical developments.
- 7.2. Due to the execution of necessary maintenance work or other enhancements, certain functions may be temporarily unavailable. This also entails partial or complete discontinuation of functions or other parts of the service, insofar as this does not lead to a transformation of the Platform's services which is more than marginal. The right to alter services shall be reserved in particular if such alteration is customary in the industry or if required by changes in the law or by a court order.
- 7.3. Network is also entitled to assign responsibility for performing its own services or portions thereof to third-party service providers or agents.

8. Obligations of Advertiser or Partner

8.1. Registration

- 8.1.1. The Advertiser or Partner hereby warrants that the data provided at registration is correct and complete. Should the data provided change at any time after the registration, the Advertiser or Partner must modify the data stored on the Platform accordingly.
- 8.1.2. The Advertiser or Partner hereby undertakes to keep the Platform access data (email address and password) confidential, and not to communicate it to a third party, and to keep it safe in such a way that third parties will not gain knowledge thereof. No third party should be allowed to use the Platform interfaces via this access data. If there is a reason to suspect that third parties have gained knowledge of the access data, Network must be notified immediately.
- 8.1.3. If the Advertiser or Partner is a legal entity (e.g. company), and not a human being, then the signee on behalf of the Advertiser or Partner

declares that the signee has the ability and authority to declare and commit on behalf of the legal entity to this Agreement and each of its sections.

8.2. Advertising

- 8.2.1. The Partner guarantees to hold the necessary rights for the marketing of the Advertising Space.
- 8.2.2. When advertising Offers or incorporating corresponding advertisements into the Advertising Space, the Advertiser and Partner guarantee that all promotional activities engaged in:
 - 8.2.2.1. Do not violate any third-party rights (especially copyright, trademark, personality, or similar rights);**
 - 8.2.2.2. Do not breach other statutory provisions (particularly competition law); or**
 - 8.2.2.3. Are not placed in any illegal contexts, including without limitation contexts of illegal file-sharing or other copyright-infringing pages, pages promoting or otherwise displaying child pornography, racism, violence, abuse, hate speech, or any other indecent, libelous, or defamatory contents.**
- 8.2.3. Traffic restrictions specified in Offers or in the Campaign creation process have to be explicitly followed by the Partner. Violation of traffic restrictions constitutes a significant breach of Contract.
- 8.2.4. The following traffic restrictions apply to any and all advertising activity:
 - 8.2.4.1. Spyware is not allowed.
 - 8.2.4.2. VPN and Proxy Traffic are not allowed.
 - 8.2.4.3. Adware, Incentivized Traffic and Virtual Currency Traffic are only allowed if expressly mentioned in an Offer or Campaign creation process.
 - 8.2.4.4. Streaming or Torrent sites are not allowed.
 - 8.2.4.5. SMS marketing is not allowed unless expressly mentioned in the Offer or Campaign creation process.
- 8.2.5. The Partner shall provide marketing services diligently, honestly and in good faith and at all times in accordance with the requirements set forth in the Agreement and the good industry practice;
- 8.2.6. The Partner shall refrain from using any Advertising Materials and trademarks in bad faith or in fraudulent, illegal, inappropriate way;
- 8.2.7. The Advertiser and Partner shall comply with all applicable laws, rules and regulations;

8.3. Email Marketing

- 8.3.1. Emails containing Advertising Material will be sent only to individuals who have given prior explicit consent to receiving promotional emails. The Partner must be able to show complete proof of when and where the relevant consent via Double-Opt-In (“DOI”) has been collected. The DOI consent has to be collected separately from other declarations.

- 8.3.2. A comparison of email blacklists is made before every email dispatch (including blacklists maintained by the Partner or its Sub-Publishers as well as blacklists maintained by Network or the Advertiser). If the Partner uses multiple lists or alternatively works with multiple Sub-Publishers, double dispatches to the same email address must be avoided.
- 8.3.3. Emails on behalf of Network or the Advertiser are to be sent exclusively as recommendation emails, meaning that the Partner acts as the dispatcher. This must be clearly stated and recognizable.
- 8.3.4. The sender's address is that of the Partner. The name and sender address contain neither product nor service descriptions, nor the names of the Advertiser or Network.
- 8.3.5. An imprint must be added to the footer of every email. The imprint has to be easily identifiable, contain the legally required information of the Partner or its Sub-Publisher, and not be reachable only via a link. The imprint may include information of Partner or its Sub-Publisher. The imprint may not include information regarding the Advertiser or Network.
- 8.3.6. An unsubscribe-text, as well as an unsubscribe-link, must be provided by the Partner or its Sub-Publisher. Unsubscribing must be possible without detours; Double-Opt-Out or compulsory login is not allowed. The Partner agrees to disclose any email address whose owner has clicked the unsubscribe link in order to avoid future legal action by recipients who have expressed that they do not wish to receive any more advertising emails to Network.
- 8.3.7. The Partner must include the email address, which is mentioned in the offer, in the mailing list that is going to be used by the Partner.
- 8.3.8. The Partner will observe the following restrictions and guidelines concerning customer complaints:
 - 8.3.8.1. A functioning reply address and inbox must be ensured. The content of the inbox of the reply addresses must not be deleted.
 - 8.3.8.2. Questions and complaints shall be answered within 48 hours during working days.
 - 8.3.8.3. If a complaint regarding a dispatch has been directed towards the Advertiser or Network, the complaint will be forwarded to the Partner. The Partner guarantees to answer the end-user or a respective agency of the end-user within 24 working hours.
 - 8.3.8.4. For every forwarded customer request the Partner must provide Network with a confirmation of a valid DOI consent.
 - 8.3.8.5. Substantiated proof about the DOI will be provided by the Partner to the end-user or the respective agency.
 - 8.3.8.6. Every email must contain a support address or a complaint or contact form for the customer.

8.4. Misuse

- 8.4.1. Any form of misuse, in particular, the acquisition of conversions by unfair methods or inadmissible means which violate either the applicable law, these T&C, or any additional Offer-specific conditions are prohibited.

- 8.4.2. In particular, the Partner shall be prohibited from attempting to obtain remuneration by means of inducing one or more of the following practices - whether themselves personally or through a third party - by means of the Advertising Material provided as part of participation on the Platform, or using tracking links and/or other technical means:
- 8.4.2.1. Feigning conversions that have not actually been created, e.g. by means of an unauthorized provision of third-party data or by the provision of false or non-existing data when ordering services or registering online;
 - 8.4.2.2. Using forms of advertising that enable tracking but do not display the Advertising Material in a perceptible manner, or display the Advertising Material in any manner or size not specified by the Advertiser; or
 - 8.4.2.3. Using search terms legally belonging to the Advertiser or third parties and especially those protected under trademark law in search engines, advertisements, or marketing of Advertising Spaces without express prior consent from the Advertiser.

8.5. Violation of Contractual or Legal Obligations

- 8.5.1. Any form of misuse may lead to an immediate suspension of the Partner's account. If advertising is not complying with these T&C, remuneration will not be paid.
- 8.5.2. In case of customer complaints or violations of third-party rights by the Partner, Network and the Advertiser have the explicit right to disclose the identity of the Partner to the offended Party.

9. Disclaimers

- 9.1. NETWORK'S SERVICE, PLATFORM AND OFFERS, AND THE PRODUCTS AND SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO PARTNER "AS IS". EXCEPT AS EXPRESSLY SET FORTH HEREIN, NETWORK EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. NETWORK DOES NOT WARRANT THAT THE AFFILIATE/PARTNER PROGRAM OR LINKS WILL MEET PARTNER'S SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF THE PLATFORM OR OFFERS WILL BE COMPLETELY ERROR-FREE OR UNINTERRUPTED. NETWORK EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ACT OR OMISSION OF A CLIENT OR THEIR PRODUCTS OR SERVICES. NETWORK DOES NOT GUARANTEE THAT PARTNER WILL EARN ANY OR SPECIFIC AMOUNT OF COMMISSION.

10. Payment Conditions to Partner

- 10.1. Network and Partner, will agree on the payment method and currency through which the payment of Commission will be settled. The supported options are either a bank wire transfer or a PayPal transfer, with either USD or EUR currencies.

- 10.2. Network will bear the currency conversion rate, and Partner will bear the transfer fees.
- 10.3. Commission will be paid once a month, or more frequently, according to Network's sole decision, and according to other sections in Contract.
- 10.4. Commission will be paid as long as the total amount, in both currencies (according to the normal exchange rate), is larger than the defined minimum amount ("Minimum Payout Amount"). Minimum Payout Amount is 1,000 USD for bank wire transfer and 500 USD for a PayPal transfer.
- 10.5. If Minimum Payout Amount has not been attained by the end of a certain month, the credit balance will remain in the Partner's account and it will be carried forward onto the next month. If Contract is terminated by either side or for any reason, any Commission amount lower than Minimum Payout Amount will be waived by Partner in favor of Network.
- 10.6. The release of a credit note can only take place if the Partner's account on the Platform has been reviewed and legitimized with respect to all the data required for the payment.

11. Payment Conditions from Advertiser

- 11.1. Network and Advertiser will agree on the payment method and currency through which the payment of Network Commission will be settled. The supported options are either a bank wire transfer or a PayPal transfer, with either USD or EUR currencies.
- 11.2. Advertiser will bear the currency conversion rate and the transfer fees.
- 11.3. Network Commission will be paid once a month, or more frequently.
- 11.4. Network will issue an invoice per paid Network Commission.
- 11.5. Any Network Commission payable to the Network by Advertiser shall be exclusive of VAT, and any other taxes, fees (including bank fees), levies.

12. Contract Term and Termination

- 12.1. The Contract regarding the participation on the Platform is concluded for an indefinite term. The parties may terminate the Contract in writing at any time. Network may suspend the Advertiser's or Partner's account.
- 12.2. Conversions that have been generated by the Partner up to the date of termination shall be processed after the receipt of the termination notice in accordance with the provisions of this Contract. Upon the termination of this Contract any credit balance remaining shall be disbursed to the Partner during the next billing cycle, subject to the sections about Minimum Payout Amount. If at the time of Contract termination, the credit balance is 5 USD or less, no funds shall be disbursed. A contractual penalty shall be retained if the Partner's participation was terminated due to misuse.
- 12.3. If this Agreement is terminated by Network because Partner has breached, threatened to breach, or Network believes is intending to breach this Agreement, Partner is not eligible to receive any of the remaining credit balance, even if such credit had otherwise been properly due to Partner as at the date of termination, without regard as to whether or not such credit was earned as a result of such breach.

- 12.4. If this Agreement is terminated by Network because Advertiser has breached, threatened to breach, or Network believes is intending to breach this Agreement, Advertiser is not eligible to receive any of the pre-paid funds, even if such funds had otherwise been properly due to Advertiser as at the date of termination, without regard as to whether or not such funds related to such breach.
- 12.5. In the event of a material breach of this Agreement, Company reserves the right to disclose Advertiser or Partner identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by Advertiser's or Partner's actions.

13. Data Privacy

- 13.1. The protection of personal data is of great importance to Network - simultaneously, the collection, processing, and use of such data is an essential requirement for the operation of Platform. Network collects, processes, and uses personal data exclusively in compliance with the applicable data privacy legislation. The parties agree to the processing of personal data in accordance with the requirements of Data Protection Laws.
- 13.2. Network is therefore entitled to collect personal data and to use it to the extent necessary to allow users participation on the Platform:
 - 13.2.1. Network shall particularly collect, process, and use the data requested at registration as well as the data accruing during participation in the Network.
 - 13.2.2. Network shall also use the contact details to contact Advertiser or Partner via email about their participation in the Platform. The reception of the so-called operator messages - emails from the operator of the network - can be disabled in the Platform interface. However, Network recommends activating the reception, since essential information such as changes in the remuneration scheme shall be communicated this way.
- 13.3. If a user consent for cookies or other technologies under the terms of the GDPR or other EU law is needed both parties commit to acquire it.
- 13.4. Advertiser and Partner must take measures to make the handling and processing of personal data in a transparent and easily accessible manner in relation to the data subject.
- 13.5. The parties guarantee the security and confidentiality of personal data and define adequate technical and organizational measures accordingly (Art. 32 GDPR).
- 13.6. The parties guarantee that personal data is submitted within the EU only, or that other agreements that fit with GDPR and are valid and active (adequate data privacy laws) - like a privacy shield.
- 13.7. If a sub-processor will be used in relation to the GDPR, the processor remains fully liable to the controller for the performance of the sub-processor's obligation and making the information about the sub-processor available to the customer. A notification between the parties is accepted.
- 13.8. As required by article 28.2 of the GDPR, Advertiser and Partner hereby grant general authorization to the Network use of one or more sub-processor to process Personal Data on Advertiser's or Partner's behalf.

- 13.9. The parties cooperate to provide information related to personal data, particularly for the right of access, erasure (Art.13-20 GDPR), etc.
- 13.10. If either party becomes aware of a personal data breach both parties commit to informing the other (what kind of data and how much), as well as describing the measures taken.

14. Rights of Use and Copyrights

- 14.1. The Platform and its applications are protected by intellectual property rights or other statutory provisions. Network grants the Advertiser and Partner a revocable, non-exclusive, non-transferable right to use the applications and Advertising Material provided as part of the Platform and the data contained therein, for the purpose of participation in the Platform. In case of a termination of this Contract - regardless of the grounds therefore - the right of use shall be revoked.
- 14.2. Advertisers which are bound by this Agreement, grant Network and its Partners a non-exclusive, transferable license to use, reproduce, transmit and distribute the Advertising Materials.
- 14.3. Partners must neither visually, nor technically or with regard to their content, modify the Advertising Material and their source codes, nor are they allowed to process the Advertising Material and their source codes in any other way, unless Network or the respective Advertiser have previously granted their consent.
- 14.4. In case the Partner prefers to use its own Advertising Material, the Partner must have the copyright or a license for each part of the material. Conversions generated by using Advertising Material that does not comply with this section will not be paid to Partner.
- 14.5. Partners shall not be granted any further rights of use. Partners shall not be entitled to transmit the application or the data contained therein to third parties, nor are they entitled to allow third parties to access such applications or data, nor may they modify or otherwise process such applications or data, incorporate them into another work, or use them to create databases and/or information services of their own.
- 14.6. Under no circumstances will the Partner be entitled to use Company's, Network's, Advertisers' or clients' name, brand or logo without prior written consent.
- 14.7. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

15. Limitation of Liability

- 15.1. Network shall not be held liable for the content of third-party's / Advertiser's / Partner's websites, nor shall it be liable for any damages or other failures resulting from any defects of the participants' software, hardware, or their incompatibility; furthermore, Network shall also not be liable for damages resulting from services not being available.
- 15.2. IN NO EVENT SHALL NETWORK OR COMPANY BE LIABLE FOR ANY UNAVAILABILITY OR INOPERABILITY OF THE LINKS, OFFERS, ADVERTISER WEBSITES, TECHNICAL MALFUNCTION, COMPUTER ERROR, CORRUPTION OR LOSS OF INFORMATION, OR OTHER INJURY, DAMAGE

OR DISRUPTION OF ANY KIND BEYOND NETWORK'S REASONABLE DIRECT CONTROL. IN NO EVENT WILL NETWORK OR COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PERSONAL INJURY / WRONGFUL DEATH, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. NETWORK CUMULATIVE LIABILITY TO PARTNER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID BY NETWORK TO PARTNER IN COMMISSIONS DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO SUCH CLAIM. NETWORK CUMULATIVE LIABILITY TO ADVERTISER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID BY ADVERTISER TO NETWORK IN COMMISSIONS DURING THE SINGLE LAST MONTH IMMEDIATELY PRIOR TO SUCH CLAIM.

- 15.3. Network shall - irrespective of the legal grounds - only be liable:
 - 15.3.1. In the case of intent or gross negligence of a legal representative or other vicarious agents;
 - 15.3.2. In the case of any culpable infringement of an essential contractual obligation (whereby the abstract concept of the essential contractual obligation denotes such an obligation, the proper implementation of which renders the Contract feasible in the first place and on which fulfillment the other Party is allowed to rely) due to a delayed performance or the impossibility to perform.
- 15.4. Liability of Network shall be limited to the amount of the typically foreseeable damage for financial losses and damages to property.
- 15.5. Network will be allowed up to 96 non-consecutive hours per year of downtime, with no prior notification. Network will do anything in its power to avoid any downtime.
- 15.6. The above limitations of liability shall not apply to cases of mandatory statutory liability, in particular, liability under product liability law, liability for a guarantee that has been assumed, and liability for intentional or negligent injury to life, limb, or health.
- 15.7. The utilization of the Platform and its applications requires the use of special technical systems such as end-user devices, software programs, transmission networks, telecommunications, and other services provided by third parties, all of which may entail further costs. The Platform does not provide such end-user devices, software programs, communication channels, telecommunications services, or other services and, therefore, the Platform shall not assume any liability for such services provided by third parties.

16. Indemnification

- 16.1. Compliance with this Contract is of considerable importance for the proper operation of Platform. In the event of a serious breach of Contract, Network

reserves the right to take further legal measures in addition to terminating the Contract.

- 16.2. The Partner shall indemnify and hold harmless Network and its Advertisers against any and all claims for damages, liability claims, warning notices, cease-and-desist declarations by third parties and other claims, as well as any and all costs, efforts, and expenditures associated therewith as arising from behavior (including omissions) by the Partner as the root cause thereof. This applies particularly to cases of infringement of copyright, trademark rights, competition rights, data protection, and privacy rights or rights of third parties. Advertisers may not rely on this section.
- 16.3. The Advertiser which are bound to this Agreement, shall indemnify and hold harmless Network and its Partners against any and all claims for damages, liability claims, warning notices, cease-and-desist declarations by third parties and other claims, as well as any and all costs, efforts, and expenditures associated therewith as arising from behavior (including omissions) by Advertiser as the root cause thereof. Partners may not rely on this section.
- 16.4. Such costs include the compensation of damages of third parties and reimbursement of further expenses. Network is entitled to demand advance payments from the Advertisers and Partner regarding such costs.

17. Confidentiality

- 17.1. Except as otherwise provided in this Contract or with the consent of the disclosing Party, the receiving Party agrees that all information, including but not limited to the terms of this Contract, business and financial information, user data, customer and vendor lists, technical, pricing and sales information, concerning advertiser or any of their affiliates and business partners provided by or on behalf of any of them, shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by the receiving Party for any purpose other than participating in the Platform, except and solely to the extent that any such information is generally known or available to the public through a source other than the disclosing Party. The provision of this clause shall survive the termination of this Contract.

18. Amendment of the T&C

- 18.1. Network hereby reserves the right at each time to amend provisions of the present T&C that are minor in scope or nature; and to do so without citing any reasons, provided such modifications do not lead to the Contract being restructured in its integrity. The modified conditions shall be communicated by email at least two weeks prior to their date of entering into force. If the Advertiser or Partner does not object in text form to the modifications of the T&C within four weeks of the sent date of the email informing them thereof, then the respective modifications shall be deemed accepted. Network shall specifically indicate the timeframe for making such objections with a clear reference to the four-week deadline.
- 18.2. Network is entitled to suspend the Partner's Account on Platform, if the Partner objects to amendments of the T&C. The suspension of the account may be

maintained until Network and the Partner have concluded a new Contract or until the Partner has accepted the amended T&C.

19. Final Provisions

- 19.1. This Contract and its attachments set out the whole agreement between the Parties and supersede any prior Contract (whether oral or written) relating to the proposed business relationship. No amendment of this Contract (or of any other attachment) shall be valid unless it is in writing and signed by all Parties physically or with a handwriting-simulated digital signature on a PDF document. Both parties agree that such amendments in any other communication tool (e.g. Skype, Whatsapp, Email, etc.) other than a signed PDF - will not have the power to contradict this agreement. Contradicting T&C of the Advertiser or Partner shall only be valid upon written verification by Network on a signed PDF.
- 19.2. The rights and duties under the present Contract may only be transferred with the prior written consent of Network.
- 19.3. The present Contract does not establish a Network, it does not authorize either of the Parties to make any legally binding declarations on behalf of both Parties jointly, or on behalf of the respective other Party, nor does it authorize either Party to place the respective other Party under any obligation or to represent it in any other way. In addition, Contract will not be employing employer-employee relationships between any of the Partners, Advertisers, and Network.
- 19.4. Advertiser or Partner acknowledges that Advertiser or Partner has read this Agreement and agrees to all its terms and conditions. Advertiser or Partner has independently evaluated the desirability of participating in the Platform and each offer operated by Network and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement or on Platform.
- 19.5. Partner agrees that Network and Company shall not be subject to or bound by any Partner insertion order or online terms and conditions that amend, conflict with, or supplement this Agreement, regardless of whether Network or Company "click-through" or otherwise indicate its acceptance thereof.
- 19.6. Advertiser or Partner may not assign all or any part of this Agreement without Network's prior written consent. Network may assign this Agreement at any time with notice to Advertiser or Partner. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors, and valid assigns of the parties hereto.
- 19.7. No course of dealing nor any delay in exercising any rights hereunder shall operate as a waiver of any such rights. No waiver of any default or breach shall be deemed a continuing waiver or a waiver of any other breach or default. By submitting an application to Platform, Partner affirms and acknowledges that Partner has read this Agreement in its entirety and agrees to be bound by all of its terms and conditions.
- 19.8. Any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Israel. The courts of Tel Aviv district shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits, which may arise under or out of this agreement. In addition, in

the case of Company being sued for the actions or misactions of Partner outside of that district, Company may choose, at its discretion, to extend the jurisdiction to include such location. The parties agree and voluntarily consent to the personal jurisdiction and venue of such courts for such purposes.

19.9. Should any individual provision of these T&C be or become invalid, as a whole or in part, the validity of the remaining provisions shall be unaffected by such circumstances. The invalid provision shall be replaced by a new provision that is legally effective and comes closest, in the usual understanding, to the economic intent and purpose of the invalid provision.

19.10. Both parties agree that upon the receipt of a delivery approval of an email message sent to the provided email address - the email will be considered delivered, and in case of legal documents - the relevant party will be considered legally notified.

20. Please feel free to contact us regarding any question or clarification that may arise from this Agreement - by email or by filling the Contact Us form on the Network's website.

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