

AFFILIATE PROGRAMME RULES AND REGULATIONS FOR AFFILIATES

The Operator runs an Affiliate Programme online, which aims to increase the sales of Products and services of Advertisers. As part of the Programme, Advertisers determine the rates that will be paid to Affiliates for specific Actions and provide promotional materials that can be used in the promotion of their Products and services. Affiliates advertise Advertisers' Products generating Actions. Affiliates receive remuneration from Advertisers (through the Operator).

§ 1

Definitions

For the purpose of these Rules and Regulations, the following expressions shall have the following meaning:

1. **"Affiliate"** – means a legal or natural person registered in the Operator's Panel, providing services online, who has unconditionally accepted the provisions of the Rules and Regulations and to whom the Operator has assigned the Affiliate status.
2. **"User"** – means any person who made Actions under the Programme, for which the Affiliate will be remunerated.
3. **"Action"** – any action performed by a User, for which the Affiliate is eligible for remuneration or running a Code (e.g. clicking on an ad, registration on a website or filling out a contact form, etc.). The Actions are indicated in the Panel.
4. **"Artificial Traffic"** – it is a collective term for inappropriate Actions, which can be caused (for example, but not only) by automatic loading of a website, the software updating indexes of Internet search engines, web crawlers, requests sent via e-mail or discussion websites like chatrooms, script generators, placing links on websites other than those reported by the Affiliate, Clicks that are not generated by web browsers, Clicks which are not preceded by an activation of a link by the User who wants to connect to a particular website.
5. **"Panel"** – special software used by the Operator having the functions needed to operate the Affiliate Programme.
6. **"Codes"** – mechanisms for registering an Action in the systems of an Operator.
7. **"Affiliate Programme"** or **"Programme"** – a programme that is run by the Operator to increase the sales of Products and services listed in the Panel, which an Affiliate can sign up to. The Affiliate Programme enables an Affiliate to obtain remuneration for Actions.
8. **"Sub-programme"** – an affiliate programme run by an Affiliate for Advertisers, after receiving approval from the Operator, on terms equivalent to and consistent with those defined in the Affiliate Programme Rules and Regulations.

9. **“Campaign”** – an order made by Advertisers for Affiliates to acquire specific Actions at a specified cost, for a specific Product or service, in a particular market, using specific promotional materials, within a specified time period and possibly additional limiting parameters.
10. **“Report”** – the basis for determining and paying remuneration to an Affiliate for Affiliate’s Actions, available in the Panel.
11. **“Rules and Regulations”** – means these Rules and Regulations.
12. **“Advertiser”** – a legal or natural person which is a customer of the Operator, for whom the Operator runs the Programme. The Advertiser orders a Campaign in the Panel, by indicating the Action and the remuneration. The Advertiser takes full responsibility for their Products and Advertising Materials.
13. **“Advertising Materials”** – an advertisement, a banner or any other advertising, marketing or promotional material promoting the Products or services of an Advertiser, submitted by the Advertiser through the Panel, which can be used by an Affiliate during Campaigns.
14. **“Agreement”** – the Rules and Regulations after being accepted by the candidate for an Affiliate and after the candidate for an Affiliate is accepted by the Operator and the Advertiser.
15. **“Product”** – a product or service of an Advertiser advertised by an Affiliate when generating Actions.
16. **“Fraudulent Conversion”** - any conversion resulting from: (a) robotic, automated, or programmed methods; (b) fake or misleading user information; (c) any form of deceit, manipulation, or other illicit means; or (d) any other Affiliate activity determined to be fraudulent based on data provided by the Operator, pursuant to metrics and criteria established solely by the Operator (IP's, questionable email addresses, multiple purchases from the same credit card, unavailable geo's and similar).

§ 2

Preliminary provisions

1. The Operator runs the Programme, which allows Advertisers to increase the sales of their Products and gives Affiliates a chance to obtain remuneration for Actions.
2. The condition of participation in the Affiliate Programme is the acceptance of the provisions of the Rules and Regulations by a candidate for an Affiliate and the acceptance of the candidate for an Affiliate by the Operator and the Advertiser.
3. By clicking on the “Register” button in the Panel, the Affiliate unconditionally accepts all the provisions of the Rules and Regulations and makes the Operator an offer to conclude an agreement on the conditions specified in the Rules and Regulations. If the Affiliate does not accept the provisions of these Rules and Regulations, the Affiliate is unable to conclude an Agreement and use the Affiliate Programme.
4. A Candidate for an Affiliate is bound by the offer for 30 days from the date when the Candidate for an Affiliate clicked on the “Register” button in the Panel.
5. If the Candidate for an Affiliate does not receive a notification e-mail confirming that they have been granted the status of an Affiliate, within the period specified in section 4, this means that the Operator has not accepted the offer of the Candidate for an Affiliate, that the Candidate has not received the Affiliate status, and that no Agreement was made between them and the Operator.

The conclusion of the Agreement on the conditions specified in the Rules and Regulations occurs only after the approval of a candidate for an Affiliate by the Operator.

6. The Affiliate shall be notified by the Operator through the Panel about being awarded the status of an Affiliate and about the conclusion of an Agreement between the Operator and the Affiliate.
7. The Operator shall not be liable for any damages incurred by the candidate for an Affiliate in connection with the fact that they counted on concluding the Agreement with the Operator. Any costs incurred by the candidate for an Affiliate in connection with making the above offer and other activities aiming to conclude the Agreement as provided above, shall be borne only by the candidate for an Affiliate and the liability for them cannot be transferred to the Operator.
8. The Affiliate Programme may at any time be modified or terminated by the Operator. The Operator can make the assignment of all rights and obligations to another entity, which can run the Affiliate Programme after the assignment, replacing the Operator. After the assignment, the Programme can also be modified or terminated. Subsequent assignments can be made without restrictions.
9. Information about the Affiliate Programme, including its modifications or termination, will be made available in the Panel.
10. The Operator reserves the rights to conduct Know Your Customer (“KYC”) for Affiliates with payouts over EUR 100,000.00 or its equivalent in another currency as well as payouts in cryptocurrency (e.g. Bitcoin) irrespective of payout’s value. The Operator is also entitled to conduct a simplified KYC process for payouts of EUR 10,000.00 to EUR 99,999.00 or its equivalent in another currency. KYC procedures are a critical function to assess risk and a legal requirement to comply with Anti-Money Laundering (AML) laws as well as the compliance of Counter Financing of Terrorism (CFT) laws. KYC involves knowing the Affiliate identity, their financial activities and the risk they pose.
11. KYC refers to: establish the Affiliate’s for which KYC is conducted, location and identity, such Affiliate has to provide: a) for individual Affiliates: full name, including any aliases, unique identification number, residential address, date of birth, nationality, contact information – email address and mobile number; for corporate Affiliates: name, date of registration/incorporation, if different, address, register number, tax registration number and key management personnel or Ultimate Beneficial Owners, contact information – email address and mobile number, full name, unique identification number, residential address, date of birth, nationality of individuals who are authorized to deal with the Operator on behalf of corporate Affiliate; understand the nature of the abovementioned Affiliate’s activities (primary goal is to satisfy that the source of the Affiliates’ funds is legitimate); assess money laundering risks that may associated with such Affiliate for purposes of monitoring such Affiliate’s activities.
12. The Operator will verify the identity of the Affiliate during the Affiliate account opening and will also verify the identity of the Affiliate within a reasonable time. The ongoing monitoring includes oversight of Actions and financial transactions and Affiliate accounts based on thresholds developed as part of the Affiliate’s risk profile i.e. for the Affiliate who is receiving payouts in cryptocurrency (e.g. Bitcoin) or with payouts over EUR 100,000.00 or its equivalent in another currency. The Operator is also entitled to conduct a simplified KYC check of the Affiliate with payouts of EUR 10,000.00 to EUR 99,999.00 or its equivalent in another currency. Moreover, the Operator may conduct ongoing monitoring and ongoing affiliate due diligence and KYC at its sole discretion, in particular in the following circumstances:

- a. spikes in activities;
 - b. out of area or unusual cross-border activities;
 - c. inclusion of people on sanction lists;
 - d. adverse media mentions;
 - e. if the Affiliate account activity is deemed unusual.
13. The Affiliate has to cooperate with the Operator during KYC process and has to comply with KYC conducted by the Operator.
 14. When any individual dealing with the Operator in a certain capacity (individual Affiliate, directors/partners of corporate Affiliate, individuals who are authorized to deal with the Operator on behalf of a corporate Affiliate, Ultimate Beneficial Owners of the Affiliate) is identified as and confirmed to be a Politically Exposed Person, the individual Affiliate or corporate Affiliate concerned may be subject to detailed KYC.

§ 3

Rights and obligations of the Operator

1. The Operator runs the Affiliate Programme in order to increase Product sales.
2. The Operator has the right to unilaterally decide to refuse or cease running the Programme with respect to specific Products or to decide not to run or cease running the Programme in specific markets/countries.
3. The Operator provides the Affiliates with all necessary information about Products and their Actions' statistics through the Panel.
4. The Operator is responsible for making available at least the following information in the Panel: Products of Advertisers, Advertising Materials, methods of settlement with Affiliates, methods and terms of payment of remuneration for Affiliates, specific conditions for Products.
5. The Operator makes available to the Affiliates the Advertising Materials uploaded by the Advertisers via the Panel. The Affiliates can download Advertising Materials and use them to generate Actions. In addition, the Operator provides the Affiliates with links to websites containing, among other things, information, brochures, labels, packaging designs, safety certificates and any other content that can be useful to generate Actions. The Operator grants Affiliates a non-exclusive and non-transferable worldwide sub-licence, unlimited as to the time and languages, to use Advertising/Promotional Materials submitted through the Panel (including the materials referred to in section 5) to carry out the Actions.
6. The Operator is obliged to supervise the Actions carried out by Affiliates, in order to, among other things, determine the amount of remuneration of the Affiliates. The settlement models used for making settlements with Affiliates include: CPA – Cost per acquisition, CPC – Cost per click, CPS – Cost per scroll, CPO – Cost per order, CPM – Cost per thousand, FF – Flat fee. Information on the settlement model is contained in the Panel.
7. The Operator discloses information on the Affiliate's Actions as well as websites and other means to generate them to the relevant Products' Advertisers. The Operator reserves the right to suspend or terminate the Affiliate's right to carry out Actions with respect to specific Products upon demand of the respective Advertiser.
8. The Operator provides all technical, administrative and IT support to the Affiliates in connection with the Affiliate Programme. Such support is provided at the request of the Affiliate reported to the Operator through the Panel.

9. The Operator is responsible for maintaining individual Affiliate accounts.
10. The Operator shall provide each individual Affiliate with the data needed to log in and use individual Affiliate account in the Panel (login and password) that the Affiliate is obliged to keep strictly confidential (an Affiliate must not disclose or distribute them in any way).
11. The Operator reserves the right to develop the Panel and introduce changes or other modifications to the Panel. In connection with this right, the Affiliate acknowledges that the individual Affiliate account and the Affiliate Programme may be changed, provided that this does not affect the Rules and Regulations.
12. After receiving approval from the Operator, the Affiliate has the right to independently run the Affiliate Programme on terms identical to those defined in the Rules and Regulations, which will be a Sub-programme of the Programme run by the Operator. In such a case, the following additional arrangements shall also apply:
 - a. The Operator grants the Affiliate a non-exclusive worldwide licence to use the Panel, unlimited as to the time and languages. Affiliates in the Affiliate Programme run by an Affiliate will also be able to run further affiliate programmes on terms identical to those defined in the Rules and Regulations (the rules and regulations adopted then will differ only in terms of the entity running an affiliate programme and the date on which they will enter into force);
 - b. The Operator enables running a separate instance of the Panel and ensures the operation of the Panel on the domain, whose owner or entity authorized to use it is the Affiliate;
 - c. The Operator agrees that the Affiliate can use the names, logos and other marketing signs, including trademarks of Affiliate in order to determine the Panel and Affiliate Programme run by the Affiliate (Sub-programme);
 - d. In the Panel, the Operator enables the Affiliate to set the margin by which they want to reduce the rate for the Actions that they will offer their own Affiliates.

§ 4

Rights and obligations of the Affiliate

1. The Affiliate shall comply with the requirements of the Affiliate Programme indicated in the Panel.
2. The Affiliate is obliged to use trademarks, logos and any other industrial/intellectual property rights of the Operator, Advertisers and third parties in accordance with the law and good customs and shall not undertake any illegal or fraudulent actions in particular spamming, scamming or any other similar actions.
3. The Operator reserves the right (but is not obligated) to investigate and take appropriate legal action against anyone who, in their sole discretion, violates section 2 above), by using or posting Advertising Materials on websites containing any of the following:
 - a. material that is offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - b. material that threatens, harasses or advocates harassment of another person;
 - c. material that exploits people in a sexual or violent manner; illegal child sexual materials;
 - d. material that contains nudity, violence, or offensive subject matter or contains a link to any other prohibited Websites including an adult Website and other than Websites indicated by the Operator;

- e. material that solicits personal information from anyone under the age of 18;
 - f. material that provides any personal data;
 - g. material that contains false or misleading information or material that promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - h. material that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated music, movies or computer programs or links to them, or providing information to circumvent manufacture-installed copy-protect devices;
 - i. material that involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming" or "scamming" or any other similar materials;
 - j. material that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses.
4. Representations and warranties given by the Affiliate according to clause 2 and 3 above must be up-to-date, complete and accurate. The Affiliate takes full legal responsibility for the representations and warranties given according to clause 2 and 3 above.
 5. The Affiliate is obliged to check updates concerning the changes in the Affiliate Programme published in the Panel, in particular in the event of termination of the Programme or changes in the conditions of remuneration for Affiliates.
 6. The Affiliate bears full and sole responsibility for the Actions. The Affiliate is obligated to ensure that the information on the Products and services of Advertisers are correct, up-to-date, complete, accurate and consistent with the information available in the Panel. The Affiliate agrees to comply with all relevant provisions of national, local and international law.
 7. The Affiliate declares that the information provided to the Operator and concerning their personal data and their website(s) (if any) is correct, complete and has been submitted in accordance with the laws applicable to the Affiliate. The Affiliate shall immediately notify the Operator of any changes, by updating this information via the Panel.
 8. The Affiliate gives the Operator full name of their company (business name), the number in the business register entered in the register, the name of the registration authority, the address and mailing address, if different from the registered office address, and a tax identification number (a natural person provides their data respectively). The Affiliate also provides correct, complete and current information concerning their personal data and websites, if applicable. The Affiliate is obliged to inform the Operator of any changes in the data referred to in the preceding sentence, via the Panel.
 9. The Affiliate declares that the rights to all information and works on the website(s) of the Affiliate, if any, belong to the Affiliate or, if they do not belong to the Affiliate, then the owner of the rights to information and works on the website(s) of the Affiliate has granted express consent for their publication and for using them for commercial purposes. The Affiliate also declares that the information and works referred to in the previous sentence do not violate any third party rights, including intellectual property rights, and that the information and works cannot be in any way
be considered as prohibited or offensive.
 10. The Affiliate must not in any way generate or contribute to generating Artificial Traffic.

11. The Affiliate must not in any way interfere, circumvent, disturb or replace the security mechanisms of programmes, applications, processes and data, with the usage of technical measures or IT technologies or in any other way.
12. The Affiliate shall immediately notify the Operator of any cases of improper or unlawful use of Codes which, are known to them or raise their doubts.
13. The Operator has the right to verify the content on the websites of the Affiliate, if applicable, related to the participation of the Affiliate in the Affiliate Programme. The Operator also has the right to demand that the Affiliate stop using the content which gets negative assessment when verified by the Operator or an Advertiser, and the Affiliate is obliged to stop using that content. The Operator shall notify the Affiliate, via the Panel, of the negative verification referred to in the previous sentence. The Affiliate has 3 days of receipt of notification from the Operator to remove the content which has been negatively verified.

§ 5

Remuneration

1. The terms and conditions of remunerating an Affiliate for Actions (hereinafter: “Remuneration of the Affiliate”) are published in the Panel as the valuation of the Actions as part of Campaigns conducted by the Affiliate for a specific Advertiser (hereinafter: **“Valuation of Actions”**) and are binding upon the Parties until they are amended or cancelled. The Valuation of Actions is a part of the Rules and Regulations and is determined unilaterally by the Operator. The Valuation of Actions that will be paid by the Advertisers to Affiliates for specific Actions includes Operator’s profit margin. (Valuation of the Actions is not subject to negotiations).
2. The basis for determining the amount of the Affiliate’s Remuneration is a Report covering the Actions of the Affiliate. The Report is the result of the Operator’s supervision over the Actions of the Affiliate and is the basis for determining the remuneration of the Affiliate in the model indicated in the Panel.
3. The Parties agree that the services of the Affiliate consisting in conducting Campaigns and generating Actions are rendered based on settlement periods the end of which shall be the day of accepting Report by the Operator (however, settlement periods shall not at any time be longer than 1 year). The Affiliate decides each time of the chosen lengths of the given settlement period via the Panel.
4. The Affiliate agrees that the only basis for settlements will be the data obtained by the Operator.
5. The Report will be available to the Affiliate after logging into the Panel.
6. The Remuneration of the Affiliate in the amount resulting from the Report will be paid in the manner indicated in the Panel. The Operator and the Affiliate can decide on a different form of payment of Affiliate’s Remuneration.
7. In case the Affiliate determines miscalculations in the Report, he shall immediately report them via the Panel. The Operator will review the Affiliate’s reservations without delay and the Report will be corrected or confirmed.
8. The Affiliate's remuneration for the Actions will be paid according to the settlement periods chosen in the Panel in accordance with the Valuation of the Actions published in the Panel, except that the remuneration of the Affiliate from payment platforms, including Capitalist, PayMaster24 (AKA WebMoney), as well as payouts in cryptocurrency (e.g. Bitcoin) and PayPal, where a minimum payout of EUR 100,00.00 or its equivalent in another currency will be required.

- . While a minimum of EUR 500,00.00 or its equivalent in another currency is required for a wire transfer. All payouts in cryptocurrency (e.g. Bitcoin) are subjected to charges that are subjected to changes. Please refer to <https://benefit.sg/> for further details.
9. In the case where this condition is not met within a month or in other period specified in the Panel, the remuneration will be added to the remuneration in the following settlement period in which this condition is met.
 10. The Affiliate is responsible for fulfilling all obligations which it is required to fulfil under generally applicable laws.
 11. For a wire transfer of less than EUR 1,001.00 or its equivalent in another currency, the Affiliate will bear all transfer fee and commission fee involved, while Operator will bear the transfer fee for wire transfers of EUR 1,001.00 and above or its equivalent in another currency.
 12. For the use of the Panel, the Affiliate may be required to pay a license fee on the principles and in the amounts specified in the Panel.
 13. The Affiliate may be requested to provide documents, in particular balance confirmation for the Operator's audit purposes and the Affiliate must be cooperative in this regard. Failure to do so will result to holding of payment until the requested documents, in particular confirmation of the balance, are received.
 14. The Operator shall not be liable to pay for any conversions determined to be Fraudulent Conversions as defined herein.

§ 6

Exclusion of liability

1. The Operator is not liable for any possible costs or damage incurred by the Affiliate in connection with the performance of their obligations under the Agreement, with the exception of damages caused to the Affiliate due to the exclusive fault of the Operator. The Operator shall in no event be liable for lost profits and damage caused unintentionally to the Affiliate.
2. The Operator is not liable for any defects in the operation of the Panel or the website of the Operator, interruption of access to the Panel, breach or loss of data, flaws in the security system, viruses or other harmful software components, or for any damage in the Service, Affiliate's Software and/or on Affiliate's website caused by viruses or software components. The Operator is not liable for any errors in the use of the Codes on the Affiliate's website.
3. The Operator is not responsible if the Advertisers do not meet their obligations under any agreements concluded directly between the Affiliates and the Advertisers outside of the Panel.
4. The Operator is not liable for the compliance of the Affiliate Programme with the law in force in countries other than the country of registration of the Operator. The Affiliate is solely responsible for the compliance of use of the Affiliate Programme in accordance with the law if the Affiliate registers in the Panel from a country other than the country of registration of the Operator.

§ 7

Indemnification against claims

1. The Advertiser agrees to indemnify the Operator and the Affiliate against any claims for damages or other demands made against the Operator or the Affiliate (hereinafter: **"Claims"**)

or “Demands”) resulting from the responsibility of the Advertiser for the Product, i.e. for instance for lawful Product launch and for Advertising Materials made available in the Panel or otherwise provided to the Affiliate, subject to section 2. If Claims are made against the Operator or the Affiliate, the Advertiser undertakes to cover the full amount of any damages and costs incurred by the Operator or the Affiliate.

2. The Affiliate agrees to pay the full amount of any damages and costs incurred by the Operator or the Advertiser and resulting from generating Actions by the Affiliate, including:
 - a. the use of the Affiliate Programme or the Panel by the Affiliate in a way that is incompatible with the provisions or the Agreement, improper or negligent;
 - b. technical problems or data loss caused by the Affiliate in the Panel or on the websites of the Operator or the Affiliate, if the Affiliate uses its own websites;
 - c. any other activities of the Affiliate related to generating Actions.

§ 8

Term of the Agreement

1. The Agreement shall enter into force after the approval of a candidate for an Affiliate as an Affiliate by the Operator and the Advertiser, and shall remain in force until terminated by either Party or by both Parties acting jointly.
2. The Affiliate can terminate this Agreement immediately, without notice, at any time. The Affiliate must cease the Actions and stop using the Affiliate Programme immediately upon Agreement termination.
3. The Operator, at its sole discretion, may terminate this Agreement immediately, without notice, at any time. In particular, the Operator has the right to terminate the Agreement, in the event that:
 - a. The Affiliate does not comply with generally applicable law or in any way violates any provision of the Agreement, in particular does not comply with KYC conducted by the Operator or does not cooperate in the scope of audit;
 - b. The Affiliate generates or tries to generate Artificial Traffic or acts dishonestly or unlawfully in any other way;
 - c. The Affiliate does not generate Actions for a period of three months;
 - d. If the Advertiser or another Affiliate make a justified request to the Operator for the termination of the Agreement with the Affiliate.
4. Upon the termination of the Agreement, the Affiliate must immediately cease generating any Actions.
5. The Operator shall immediately notify the Affiliate of the termination of the Agreement by e-mail, and the Affiliate shall immediately cease advertising Products of the Advertisers.
6. Upon the termination of the Agreement, the Affiliate account is suspended.
7. The Agreement shall be terminated immediately after termination notice is delivered. After the termination of the Agreement, the Affiliate is not entitled to any remuneration for the Actions.

§ 9

Data processing

1. The Affiliate consents to the publication of their business name or first and last name in the Panel. The Affiliate also consents to the processing by the Operator of the information provided to the Operator by the Affiliate for marketing purposes.

2. The Affiliate consents to Advertising Materials and information about the Programme being sent to the e-mail address of the Affiliate by the Operator as well as to the processing by the Operator of any other information provided by the Affiliate in order to implement the Affiliate Programme.

§ 10

Intellectual property rights

1. The Operator is the owner of the names, logos and other marketing signs, including trademarks, used to refer to the Panel and the Affiliate Programme.
2. Under the Agreement, the Affiliate shall not acquire any rights referred to in paragraph 1 or licenses to these rights, except for the right to the license to use Advertising Materials in accordance with §3.5.
3. The Operator is a licensee of the Panel. If the Affiliate runs a Sub-programme, the Operator will provide the Affiliate with a sub-license to use the Panel.
4. In addition to the sub-license referred to in section 3, the Affiliate has the right to use their own names, logos and other marketing signs, including trademarks, to refer to the Panel and the Affiliate Programme conducted by the Affiliate (Sub-programme).

§ 11

Assignment of rights under the Agreement

1. The Affiliate must not assign their rights or obligations under the Agreement in whole or in part to a third party without the prior consent of the Operator expressed in writing.
2. The Affiliate agrees that the Operator may transfer its rights and obligations under the Agreement to any third party (natural or legal person) and disclose and provide information about the Affiliate's website, e-mail address, etc. to any third party in connection with the transfer of rights and obligations under the Agreement.

§ 12

Final Provisions

1. The Parties agree that if it is found that any of the provisions of the Agreement is ineffective under the law, it shall not affect the validity of the remaining provisions thereof, unless on the basis of the given circumstances it is evident that without the provisions which were deemed ineffective, the Agreement would not have been concluded.
2. In the event that any provision of the Agreement is ineffective under the law, the Parties undertake to immediately amend the Agreement, by introducing substitute provisions whose objective is equivalent or as close as possible to the objective of the provisions which were deemed ineffective.
3. If it is found that any of the provisions of the Agreement is ineffective under the law and the circumstances clearly indicate that without the provisions that have been deemed ineffective the Agreement would not have been concluded, the Parties undertake to immediately enter into

negotiations aimed at concluding a new agreement, whose objective will be equivalent to or as close as possible to the purpose of the Agreement. In order to start the negotiations, one of the Parties must send a written notice to the other Party (ADR notice) with a request to start negotiations no later than within 14 days of receiving the ADR notice (ADR sent in the form of an e-mail is sufficient). At the request of one of the Parties, the Parties may conduct negotiations with the use of means of distance communication, without the simultaneous physical presence of the Parties (e.g. in the form of a teleconference). Until the negotiations referred to in the preceding sentence are concluded and an agreement is reached, the Parties undertake to fulfil the obligations specified in the Agreement to the extent to which this is not contrary to the mandatory provisions of the law and the legitimate interests of the Parties. In the event of a dispute as to which the Parties are unable to reach an agreement within 90 days of its beginning (i.e. of sending ADR notice in the form of an e-mail to the other Party), each Party shall have the right to refer the issue to a common court in Bern, Switzerland, demanding recognition of a dispute.

4. Any amendments to this Agreement as a result of the circumstances referred to in sections 2 and 3 above shall be made in the same form as the conclusion of the Agreement.
5. Apart from a possibility of making amendments to the Agreement, the Operator reserves the right to modify, improve, amend or terminate the Agreement in all circumstances. The Affiliate shall be informed of any changes of this kind via e-mail.
6. If the Affiliate does not accept the amendments to the Agreement made by the Operator in accordance with paragraph 5 above, the Affiliate is obliged to inform the Operator of this fact not later than within 7 days of receiving a notification of the changes. In this case the Agreement is terminated and the Affiliate is obliged to immediately stop using the Affiliate Programme and stop advertising Products and services under the Programme.
7. The provisions of the Rules and Regulations do not constitute and shall not be treated as provisions establishing a company or a legal employment relationship between the Operator and the Affiliate.
8. The Agreement shall be governed by the laws of Bern, Switzerland. Any dispute arising out of the Agreement shall be considered by a court of law competent for entities based in Bern, Switzerland.
9. Appendix 1 to the Rules and Regulations, entitled Non-Disclosure Agreement, is an integral part of the Agreement.
10. The Rules and Regulations, which become an Agreement between the Operator and the Affiliate after being accepted by the Affiliate and after the Affiliate is approved by the Operator and the Advertiser, are published on the website of the Operator.

Appendix 1 – Statement of Confidentiality

This Statement of Confidentiality (hereinafter referred to as the “Statement”) shall be considered an integral part of AFFILIATE PROGRAMME RULES AND REGULATIONS FOR AFFILIATES and the Agreement between the Operator and the Affiliate, jointly hereinafter referred to as the „Parties“, and each of them as a „Party“. Unless stated otherwise in this Statement, words and expressions shall have the same meanings as are respectively assigned to them in the AFFILIATE PROGRAMME RULES AND REGULATIONS FOR AFFILIATES.

The purpose of this Statement is to set forth principles and rules of exchange and sharing of information concerning the Parties referred to as Confidential Information, which shall be disclosed by the Parties in connection with the Agreement.

§1 Definitions

For the purposes of this Statement the following definitions shall be used:

„Confidential Information“ – all information or/and documents of commercial value, especially information, technological, organisational, financial and all data shared by and exchanged between the Parties, including companies, know-how, procedures, markets, customers, products, strategy, property, liabilities, prices, profits, employees, agents and distributors, and other information without limitation disclosed or submitted, whether orally, in writing, via e-mail or via other media and devices, concerning any of the Parties or the Advertisers; the disclosure of which might expose the Operator or the Advertisers to harm or damage.

„Third Party“ – any natural person, legal person, corporate body, non-corporate body or any other entity, not being a Party to the Statement nor a Representative of any of the Parties nor an Advertiser.

„Representative“ – with regard to each Party - a management member of the Party to the Statement (whether of the Board of Directors, the Supervisory Board, the Audit Commission) as well as an employee

or adviser, including legal and financial advisers whose scope of activity is or will be concerned with the cooperation with the other Party.

§2 Confidentiality

1. The Affiliate acknowledge that an unauthorised disclosure of Confidential Information violating the provisions of this Statement could cause substantial damage to the Operator's and Advertisers' interests and business activities. Affiliate agrees to maintain in confidence and not to disclose the Confidential Information for the whole duration of the term of this Statement, Agreement and after their termination, and agrees:
 - a) not to disclose the Confidential Information to any Third Party;
 - b) not to use the Confidential Information, in direct or indirect manner, for purposes other than those strictly connected with the scope of the planned Parties' cooperation or with its performance;
2. The above provisions are effective, unless:
 - a) disclosure is required by binding law and non-disclosure could expose the Affiliate bound by confidentiality to criminal or administrative responsibility or,
 - b) disclosure is required or indispensable to protect the Party's interests in judicial or administrative proceedings, in such case provided that the Affiliate – immediately after being informed on a possible duty or need for disclosure and as far as it will be possible prior to such disclosure - take all reasonable steps to promptly and sufficiently notify each other thereof.
3. The information submitted, shared or exchanged by the Parties constitutes Confidential Information, except for information already known or within the public domain prior to the time of the disclosure by the Affiliate and the Affiliate or his Representatives are not responsible for such disclosure.

§3 Handling of Confidential Information

1. Affiliate undertakes to keep the same standard of care in protecting such other Party's Confidential Information as a the Affiliate normally employs to preserve and safeguard his/her own Confidential Information. Thus the Affiliate guarantees a due protection against unauthorised disclosure, copying or usage of Confidential Information.
2. Confidential Information authorized disclosure shall be limited to those Representatives of the Affiliate, having an indispensable need to know it in order to carry out cooperation. All Confidential Information and any and all copies thereof shall be returned to the Operator immediately upon receipt of a written request.
3. In the event of entrusting the other Party with the processing of any personal data pursuant to applicable laws, the receiving Party agrees to process the received personal data only within the scope required to perform this Statement and agrees to comply with the provisions of the applicable laws, in particular such Party is obliged to:
 - a) safeguard all entrusted personal data,

- b) process the personal data in accordance with the applicable laws and protect them against disclosure during the whole time of the Statement being in force and after its termination.

§4 Responsibility

1. The Affiliate is fully liable for damages to the other Operator and the Advertiser for any harm or damage caused to any of them due to violation of the terms of this Statement, including for any harm or damage caused by the his or her Representatives.
2. The Affiliate shall pay to the Operator a contractual penalty for breaching his obligations specified in this Statement of Confidentiality in the amount of EUR 25 000,00 (twenty five thousand euro) for every case of such breach. The Operator is also entitled to demand compensation – especially, but not limited to damages - in excess of the stipulated contractual penalty.

§5 Final Provisions

1. The Statement constitutes an obligation for an indefinite period of time.
2. Upon a request of Operator, the Affiliate shall, within 3 days of its receipt, return all documents and data containing Confidential Information and delete them from any computer and computer-readable media and destroy collectively all data carriers; destruction protocol shall be handed over to the other Party.
3. **This Statement constitutes an integral part of the Agreement.**