

# GENERAL BUSINESS TERMS AND CONDITIONS FOR PUBLISHERS

Effective from: March 15th, 2016

SiteAds a Global Online B.V. brand (hereinafter "SiteAds") operates and manages a network on the Internet allowing providers to advertise their goods and services, particularly by means of affiliate marketing ("SiteAds Network"). The participants in the SiteAds Network are Advertisers, Publishers and SiteAds itself. The Advertisers market and advertise their goods and services using advertising media such as banners, product data, text-links, e-mails and videos (â€œAd Mediaâ€). The Publishers incorporate or embed the Ad Media into their homepage, website or e-mail ("Advertising Space"). For any advertising leading to a successful transaction, SiteAds shall pay to the Publisher remuneration in a previously specified amount (â€œCommissionsâ€).

## 1. Conclusion of the Agreement

1.1 To participate in the SiteAds Network, Publishers must register on SiteAds.com. After the registration, the Publishers may apply for the Advertisers' partner programs for admission to display their Ad Media on the Publishersâ€™™ Advertising Space.

1.2 Legal entities or private individuals over 18 years of age may register as Publishers. Additionally, each Publisher must have a bank account. SiteAds reserves the right to verify the Publishersâ€™™ personal data. Registration with the SiteAds Network is not transferable.

1.3 By completing the registration form and accepting the present General Business Terms and Conditions for Publishers, the Publishers submit an offer to conclude an agreement for their participation in the SiteAds Network.

1.4 If SiteAds accepts the offer, it will confirm this by e-mail. SiteAds reserves the right to refuse an offer without citing any reasons for its refusal; in such case, the data transmitted with the registration form will be deleted without delay.

1.5 Access to the SiteAds Network will be gained by clicking the activation link in the confirmation email and entering the access data. The interface for registered members ("SiteAds Backend") will provide the Publishers with an overview of the Advertisers' partner programs that are open at that time for their participation. Using the SiteAds Backend, Publishers can review and alter their personal data and information and cancel their participation as a whole in the SiteAds Network.

## 2 Subject of the Agreement

2.1 SiteAds operates and manages the SiteAds Network. Participants in the SiteAds Network are Publishers, Advertisers and SiteAds itself. Publishers are individuals or legal entities providing space on their homepages or websites or in their e-mail, etc. to Advertisers for the purpose of marketing the goods and services offered by the Advertisers ("Advertising Space"); Publishers can also be operators of networks with their own Publishers ("Sub-Publishers"). Advertisers are individuals or legal entities who market or advertise their goods and services via SiteAds by means of â€œpartner programsâ€ using Ad Media such as banners, product data, text-links, e-mails, videos, or through search engine marketing.

2.2 Publishers participate in the partner programs and incorporate the Advertisers' Ad Media into their Advertising Space. Whenever third parties, such as end consumers, click on the Ad Media and this

subsequently results in a business transaction with the Advertiser (as defined in detail in the partner program), the Publisher will receive remuneration for providing the Advertising Space, which has successfully connected the end consumers to the Advertiser (â€œCommissionâ€). In this context, business transactions establish the entitlement to receive a Commission. A business transaction is e.g. the purchase of goods or a request for services ("Sale"), but it may also be defined as clicking on or viewing Ad Media, or registering on a website, subscribing to a newsletter ("Lead"), sending an e-mail or such like. Business transactions that are subject to remuneration are defined in greater detail in the individual program specifications. It is also possible to remunerate combinations of Clicks, Views, Leads and/or Sales.

2.3 SiteAds monitors and records the business transactions concluded ("Tracking"); it provides the Publishers with tracking data and credits the Commissions to the Publisher Accounts. Only the Tracking by SiteAds is decisive for the identification of successful business transactions and for the calculation of the resulting remuneration.

2.4 The registration with and the participation in the SiteAds Network is free of any charge.

2.5 Using the SiteAds Backend, Publishers can control their advertising activities, in particular, they are able to select Ad Media and embed / incorporate them into their Advertising Space. The available applications are shown on the SiteAds Backend.

2.6 SiteAds ensures that the available applications are up-to-date, complete and correct. SiteAds is not obliged to review the Ad Media provided by the Advertisers within. Due to maintenance or other improvements certain functions may be temporarily unavailable. In case that any interruption or failure has a greater than a minor impact, SiteAds shall remedy them without delay to the extent this is in fact feasible and can reasonably be expected of it, in particular from an economic and legal perspective.

2.7 SiteAds endeavors to continuously develop and improve the SiteAds Network. In the course of such development, SiteAds may enhance, expand or slightly modify individual applications. This includes to discontinue functionalities or other features of the services, as far as the changes are of minor importance and do not result in a significant change of SiteAdsâ€™<sup>TM</sup> contractual duties as set forth in this agreement. SiteAds may alter services, in particular if such alteration is customary in the industry or if changes or legally demanded.

### **3 Participation in Partner Programs**

3.1 Publishers shall apply for the available partner programs using the SiteAds Backend, providing the details of their Advertising Space. In the application process, the properties of their Advertising Space will be checked against the prerequisites of the partner program. Should the Advertising Space listed in the registration process or in the application for a specific partner program not correspond to the Advertising Space actually available, SiteAds is entitled to block the Publisherâ€™<sup>TM</sup> s account without delay. The subsequent procedure has been set out in Clause 5.2 hereof.

3.2 In submitting their application for a partner program, Publishers accept any additional conditions for participation which are displayed in the context of each program. These conditions will become an integral part of this contract.

3.3 The Advertisers may accept or reject the Publishersâ€™<sup>TM</sup> applications at their own discretion. Publishers are not entitled to being admitted as participants; nor can they derive any claims from non-admission.

3.4 During the term of this contract, the Publisher must not circumvent SiteAds by concluding contracts or entering contractual negotiations with the Advertisers of the SiteAds Network that cover

the subject matter of this contract or services alike.

## **4 Duties of the Publisher**

### **4.1 By registering with SiteAds.**

4.1.1 The Publisher warrants, that the data provided at registration is correct and complete. Should the data provided at registration change at any time after registration, the Publisher must change his profile stored on the SiteAds Backend.

4.1.2 Parties subject to turnover tax are under obligation to submit to SiteAds, as part of the contact details, their tax payer identification number issued by their local tax authority or the VAT identification number.

4.1.3 The Publisher undertakes to keep the access data selected at registration (e-mail address, username and password) confidential, not to communicate such data to third parties and to keep such data away from third parties. No third party must be enabled to use the access data. Publishers who have reason to assume that third parties have become aware of their access data must inform SiteAds without delay in writing or by e-mail sent to support@SiteAds.com.

### **4.2 Displaying Advertisements on Advertising Spaces**

4.2.1 Publishers must hold the required rights of the Advertising Space.

4.2.2 By applying to a partner program and incorporating the advertisement into their Advertising Space, Publishers warrant that their Advertising Space and the advertising activities as a whole:

(a) Do not infringe any rights of third-parties (in particular, without limitation, copyrights, trademark rights, personal rights or similar rights).

(b) Do not violate any other provisions of the law, do not endanger the democratic constitution, do not glorify violence, are not racist, pornographic or liable to corrupt youth, or unfit to be made generally accessible.

4.2.3 The Publisher must respect the prohibition of unsolicited advertisement (â€œSpamâ€) when sending e-mails containing Ad Media. Therefore, the consent of each and every recipient is to be obtained prior to sending e-mails; should SiteAds so request, Publishers must provide written evidence of such consent has been granted.

### **4.3 Advertising Activities in General**

The Publisher must not use keywords containing legally protected terms such as, in particular, trademarks of the Advertiser or of the Advertiser's competitors ("brand bidding"), unless the respective Advertiser has expressed his permission.

### **4.4 Technical Intrusion into the SiteAds Network**

The Publisher hereby undertakes to refrain from attacks of any kind on the SiteAds Network. Attacks are, without limitation, defined in particular as attempts made to overcome or circumvent the security mechanisms of the SiteAds Network or to otherwise incapacitate them, using computer programs enabling automatic data readouts, as well as using and/or circulating viruses, worms, Trojans, brute force attacks, spam or using other links, programs or procedures that are suited to damage the SiteAds Network or individual participants in the SiteAds Network.

## 4.5 Sub-Publishers

Publishers who are operating a network with Sub-Publishers themselves hereby guarantee to communicate these General Business Terms and Conditions for Publishers to their Sub-Publishers and to monitor and enforce their compliance. Publishers will be held liable for the conduct of their Sub-Publishers.

## 5 Misuse

Any form of misuse, i.e. procuring business transactions by unfair methods or inadmissible means that violate applicable law, these General Business Terms and Conditions for Publishers or the principle of the SiteAds Network, is prohibited.

5.1 In particular, Publishers are prohibited from attempting to obtain Commissions by procuring business transactions themselves or through a third person using the Ad Media, tracking links and/or other technical aids provided to them in the context of the SiteAds Network using one or several of the following methods:

5.1.1 Fraudulently pretending or faking business transactions, for example by entering third party data without authorization, or by providing false or non-existing data when ordering goods or registering online;

5.1.2 Using Ad Media that enables Tracking although it is not displayed at all, not visibly or not in the manner and/or size stipulated by the Advertiser; or

5.1.3 Brand-Bidding.

5.2 Any form of misuse will lead to the blocking of the Publishers'™ accounts immediately. In this case Publishers may raise an objection (e.g. via letter, fax, e-mail) within a month in order to provide a statement and evidence that the chosen form of advertising has been in accordance with these Terms and Conditions. If the Publisher cannot confute the breach of this Agreement, SiteAds will issue a notice of termination. In the event of termination, the agreement will be wound up and liquidated pursuant to the stipulations of Clause 7 of these General Business Terms and Conditions for Publishers. The Publisher shall not be entitled to any remuneration. For each case of intentional or negligent violation of the present provisions, the Publisher hereby undertakes to pay SiteAds liquidated damages in each case in an amount to be determined at SiteAds' s equitably exercised discretion and, in the event of dispute, in an amount to be reviewed by court. Each instance of violation shall be subject to liquidated damages in the maximum amount of the current balance of the Publisher Account.

## 6 Remuneration

Publishers will receive performance-related remuneration (â€œCommissionsâ€).

6.1 The amount of the Commissions in each individual case, and the type of business transactions entitling to the payment of Commissions, shall depend on the respective Advertiser's partner program. The Advertiser may modify the conditions of the partner program or terminate the entire program with effect for the future. Publishers shall not demand a program being operated at all or at certain conditions. The conditions of the partner program can be viewed in the SiteAds Backend. Publishers have no claim to any further compensation of expenses or costs etc.

6.2 The entitlement to payment of the Commissions is constituted by the following premises:

6.2.1 A business transaction between a customer and an Advertiser has been effected via the Advertising Space;

6.2.2 The business transaction has been tracked by SiteAds;

6.2.3 The transaction has been approved by the Advertiser and has been confirmed by SiteAds,

6.2.4. SiteAds has received payment by the advertiser and;

6.2.5 There has been no misuse within the meaning of Clause 5 of these General Business Terms and Conditions for Publishers.

6.3 In case of (partial) non payment by the advertiser, as mentioned in 6.2.4, SiteAds will only process that part of the Commissions for which SiteAds has received payment from the advertiser.

6.4 Publisher hereby releases SiteAds from any claim for Commissions if SiteAds has not received payments from the Advertiser.

6.5 SiteAds will set up dedicated Publisher Accounts for the payments of the Commissions. The Publisher Accounts will be settled by crediting, in other words, SiteAds will credit the respective Commissions to the Publisher Accounts without requiring an invoice. No interest will be paid on the credit balance in the Publisher Account. Once the minimum disbursement amount of EUR 25.00 has been credited to the account, a corresponding credit statement will be issued electronically at the beginning of the following month. Publishers will be informed by e-mail, and have to confirm the payout. Then the amount will be paid free of charge into the bank account specified by the Publisher. If the Bank account is neither a Dutch account nor an account with a bank participating in the IBAN/BIC System, disbursements shall be made free of charge only if a minimum credit balance of EUR 200.00; is given. SiteAds will disburse lower amounts against reimbursement of the relevant bank charges, which will be deducted from the amount to be paid.

6.6 It is possible to disburse credits lower than EUR 25.00, or, respectively EUR 200.00 to accounts with banks not participating in the IBAN/BIC System for a blanket processing fee of EUR 5.00 or, in the latter case, against reimbursement of the bank charges actually incurred, if these are higher than EUR 5.00. The fee or bank charges will be deducted from the amount to be paid.

## **7 Term of Agreement and Termination**

7.1 The agreement on participation in the SiteAds Network is concluded for an indefinite term. The parties may terminate the agreement at any time in text form (letter, fax, e-mail).

7.2 Any business transaction that was procured via the Advertising Space at the time of termination will be processed pursuant to Clause 6 following the receipt of the termination notice. Upon the expiry of this agreement, any credit balance remaining will be paid to the Publisher against a processing fee of EUR 5.00. If, at the time of termination, the credit balance is EUR 5.00 or less, no funds will be disbursed.

7.3 Once participation in the SiteAds Network has been terminated, the data record stored at registration will be deleted completely upon expiry of the statutory obligation to keep records in safe custody.

7.4 If the contract has been terminated by SiteAds for misuse pursuant to Clause 5, the liquidated damages pursuant to Clause 5.2 will be deducted from the Publisher Account. If the funds in the Publisher Account are not sufficient to cover the damages SiteAds reserves te right to invoice Publisher for the remaining amount.

## **8 Termination of Participation by SiteAds on Grounds of Inactivity / Statute of Limitations**

8.1 The registration of Publishers with SiteAds who fail to activate the registration via the activation link will be automatically canceled after 60 days. It is possible to re-register.

8.2 If no commissions have been credited to the Publisher Account for a period of two years after registration, SiteAds reserves the right to close the account and to cancel the registration. It is possible to re-register.

8.3 The individual Commissions are time-barred after three (3) years from the end of the respective year in which each Commission was credited to the account.

## **9 Data Protection**

9.1 Protecting personal data is very important to SiteAds – nevertheless, collecting, processing and using such data is indispensable for operating the SiteAds Network. SiteAds will collect, process and use personal data exclusively in compliance with the applicable statutory provisions governing the protection of data.

9.2 SiteAds is entitled to collect and use personal data as is necessary in order to enable participation in the SiteAds Network.

9.2.1 SiteAds will particularly collect, process and use data requested at registration as well as data accruing in the course of participation in the Network.

9.2.2 SiteAds will use the contact data also to contact Publishers by e-mail in connection with their participation in the SiteAds Network. Receipt of so-called provider news – e-mails from the operator of the program – can be deactivated in the SiteAds Backend. However, SiteAds recommends that the receipt function should be activated since such provider news may contain important information, e.g. changes in remuneration.

9.3 The personal data will be used and processed for purposes other than those referred to under Clause 9.2 only if the Publishers have expressly agreed to this being done, or if a statutory provision allows SiteAds such use.

## **10 Rights of Use**

10.1 The information and the data obtained in the course of participation in the SiteAds Network may only be used in connection with the SiteAds Network. Forwarding such information or data to third parties and using them for any other purposes is prohibited.

10.2 Publishers must not modify the Ad Media and their source codes, neither visually nor technically nor with regard to their content, nor are they allowed to process the Ad Media and their source codes in any other way, unless the respective Advertiser has previously granted his written consent.

10.3 The SiteAds Network and its applications are protected under copyright law and other statutory provisions.

10.4 SiteAds hereby grants to the Publishers the revocable, non-exclusive, non-transferable right to use the SiteAds Network applications as well as the data contained therein, provided that this use complies with the stipulations of the law and takes place exclusively within the context of

participating in the SiteAds Network. In case of a termination of this Agreement “ regardless the reason - the right of use set forth above will be revoked.

10.5 Publishers will not be granted any further rights of use. In particular, Publishers are not entitled to transmit the applications 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 in order to create data bases and/or information services of their own.

## **11 Indemnification in the Event of Breach of Contract**

Compliance with these provisions is essential for the operation of the SiteAds Network. In the event of a serious breach of contract, SiteAds reserves the right to take further legal steps in addition to terminating the agreement. If Publishers or their Sub-Publishers violate these provisions and if third parties hold SiteAds liable for such violation, SiteAds is entitled to demand that such Publishers indemnify it against all costs and expenses it may incur as a result of the breach. Such costs include, in particular, the compensation of damages of third parties and reimbursement of further expenses.

## **12 Liability and Limitation of Liability**

12.1 SiteAds shall not be held liable for the content of websites of third-parties, nor shall it be liable for any damages or other failures resulting from any defects of the participants' software or hardware or their incompatibility with the SiteAds system; SiteAds shall also not be liable for damages resulting from the fact that the Internet was not available or malfunctioning.

12.2 Apart from that, SiteAds shall be held liable only under the following circumstances, regardless of the legal grounds:

12.3 If one of its legal representatives or executives or other vicarious agents has acted intentionally or grossly negligently;

12.3.1 In the event of any culpable breach of an essential contractual duty of delayed performance or the impossibility of performance, in each case based on the respective merits. The expression "essential contractual duty" describes a duty in the abstract, the fulfillment of which is an essential pre-requisite for the due implementation of the agreement, and that is a duty on whose fulfillment the respective other party can rely as a general rule.

12.3.2 In the event of liability, this shall be limited, for financial losses and damages to property, to the maximum amount of €1000,00.

## **13 Modification of the General Business Terms and Conditions for Publishers**

13.1 SiteAds reserves the right to amend these provisions of the present General Business Terms and Conditions for Publishers that are minor in scope or nature, and to do so without citing any reasons, provided such modifications do not lead to the agreement as a whole being restructured. SiteAds will communicate, by e-mail, the modified conditions at least two weeks prior to the effective date. Publishers who do not object in text form (letter, e-mail, fax) to the modification within four weeks after the receipt of the e-mail will be deemed to have accepted the respective modification. SiteAds will specifically indicate the possibility of objecting to the modification and the consequences of the four-week deadline.

13.2 If the Publisher objects to the new (modified) General Business Terms and Conditions for Publishers, SiteAds's request to so modify them will be deemed to have been rejected. The agreement will then be continued without the proposed modification. The right of the parties to terminate their participation in the SiteAds Network remains unaffected hereby. The possibility of terminating the agreement will also be indicated specifically.

## **14 Final Provisions**

14.1 The utilization of the SiteAds Network 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. SiteAds does not provide such end user devices, software programs, communication channels, telecommunications services or other services and therefore will not assume any liability for such services provided by third parties.

14.2 The rights and duties under the present agreement may only be transferred with the prior written consent of SiteAds.

14.3 The present agreement does not establish a company, it does not authorize either of the parties to make any legally binding declarations on behalf of both parties together, or on behalf of the respective other party, nor does it authorize them to place the respective other party under any obligation or to represent it in any other way.

14.4 These General Business Terms and Conditions for Publishers and the contractual relationship with the Publisher shall be governed exclusively by the laws of the Netherlands, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.5 The place of jurisdiction is Amsterdam.

14.6 Should any individual provision of these General Business Terms and Conditions be of no effect, as a whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision will be deemed replaced by that provision that is legally effective and comes closest, in the usual understanding, to the economic intent and purpose of the invalid provision. The same applies to any unintentional omission.