

# **Affiliates**

## **terms of agreement**

### **1. GENERAL AFFILIATE PROGRAM ENROLLMENT CONDITIONS**

In order to be eligible to become an AdStart Media Pte. Ltd. Affiliate (the “Affiliate” or “You”), all websites or affiliated websites or Affiliates must meet the following criteria:

- Be fully functional at all levels; no “under construction” sites or sections.
- Working directly with our partners is not allowed, during the first 3 months following termination of our relationship.
- The content of the Affiliates, websites or affiliated websites cannot infringe on any personal data and/or any third party intellectual property rights and/or copyrights, trademarks and must meet the following conditions: ● Does not include any racial, ethnic, political, hate-mongering or otherwise objectionable content ● Does not include any investment, money-making opportunities or advice not permitted under law ● Does not include any gratuitous violence or profanity
- Does not include any material that defames, abuses, or threatens physical harm to others ● Does not promote any illegal substances or activities, such as illegal online gambling, how to build a bomb, counterfeiting money, etc.
- Does not include any Software Pirating (e.g., Warez, P2P, Bit torrent, Hotline, etc)
- Does not include any hacking or Phreaking.
- Does not include, promote or otherwise endorse any illegal activity
  - Does not include any spoofing, redirecting, or trafficking from adult-related websites in an effort to gain traffic.

### **2. TERMINATION**

This Agreement shall commence upon Your acceptance and remain in effect until terminated. Unless stated otherwise in the relevant insertion order, this Agreement may be terminated by either party upon two (2) business days’ notice. This Agreement shall terminate immediately upon the dissolution or insolvency of either Party. AdStart Media Pte. Ltd. reserves the right, in its sole and absolute discretion, to terminate a campaign and remove any advertisements at any time for any reason.

### **3. ONLINE REPORTING & BILLING**

Affiliate will be granted access and may view the online reports relating to its activity within the AdStart Media Pte. Ltd. reporting system which during the relevant month are only estimated non-final numbers that may be changed or adjusted by AdStart Media Pte. Ltd. until 15 days after the end of the relevant month. Campaigns can be customized at any time by the AdStart Media Pte. Ltd. team to comply with AdStart Media’s ad serving numbers and instructions. At the end of the month the reports will be frozen and within 15 days will include the definitive

numbers of earnings as maybe adjusted as aforesaid. Affiliate agrees that AdStart Media Pte. Ltd. stats will be final and binding in every case and serve as the sole basis for the calculation of payments.

#### **4. REPRESENTATION AND WARRANTIES**

You represent and warrant as follows:

- Your Media is and will be compliant with all applicable laws and regulations and does not contain or promote, nor links to another website that contains, libelous, defamatory, abusive, violent, prejudicial, obscene, sexually explicit or illegal content or which are otherwise not permitted;
- You have and will maintain during the entire term of our business cooperation a process for reporting and removing infringing content which will be made publicly available through your website allowing third parties to report and demand removal of infringing and/or allegedly infringing content.
- You will not promote via website or link to websites containing any pornographic, racial, ethnic, political, software pirating (e.g. Warez) or hacking, hate-mongering, or otherwise objectionable or non-permitted content;
- You will not engage, promote or endorse in any illegal activity;
- You own or have the legal right to use and distribute all content, copyrighted material, products, and services displayed on Your Media;
- You agree to not use deceit when marketing Advertiser's offers or presenting these offers to consumers; ● You have the right, power, and authority to enter into this Agreement and grant the rights specified herein; ● You will not attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the site tags, source codes, links, pixels, modules or other data provided by or obtained from AdStart Media Pte. Ltd. that allows AdStart Media Pte. Ltd. to measure ad performance and provide its service ("Site Data"). You acknowledge that transactions which are not duly tracked and registered will not be eligible for payment;
- If instructed to do so by AdStart Media Pte. Ltd. and/or if this Agreement terminates, you will immediately remove and discontinue the use of any Site Data;
- You acknowledge that AdStart Media Pte. Ltd. does not represent, warrant, or make any specific or implied promises regarding the Advertiser programs made available to you through the AdStart Media Pte. Ltd. network (the "Program(s)"), including as to the successful outcome and/or generation of revenues;
- You will display the creative exactly as it appears on the Program and will not alter any creative that has been provided to You in any manner;
- You are exclusively responsible for all associated liabilities, expenses, claims, costs and legal fees resulting any fraudulent or non-compliant activities conducted, directly or indirectly, by You;

#### **5. REPLACEMENT OF ADS**

Without derogating from the aforesaid, you may NOT place any AdStart Media Pte. Ltd. advertisements on alternative Affiliates or websites without written consent and approval of AdStart Media Pte. Ltd. Affiliate will not place advertisement on pornographic/offensive, and/or warez, and/or illegal MP3 sites/directories, and/or P2P (not approved by RIAA)/Bit-Torrent sites, and/or Spyware or malicious code of any sort and/or alternatively questionable areas. In case where advertisements are placed in such locations, AdStart Media Pte. Ltd. reserves the right to withhold payment for the entire campaign and/or submit an immediate legal action against You and/or demand financial compensation, based on the damages incurred by AdStart Media Pte. Ltd. as a result thereof.

#### **6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTY.**

IN NO EVENT SHALL ADSTART MEDIA PTE. LTD. BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SITE, OPERATION OF A PROGRAM, OR YOUR DISPLAY OF ANY PROGRAM CREATIVE ON YOUR MEDIA, INCLUDING BUT NOT LIMITED TO BROKEN IMAGES, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, EVEN IF ADSTART MEDIA PTE. LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE INFORMATION, CONTENT AND SERVICES ON THE SITE ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTY. YOU USE THE SITE AND RUN PROGRAMS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ADSTART MEDIA PTE. LTD. DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION OF THE SITE, THE INFORMATION, SERVICES, AND CONTENT INCLUDED ON THE SITE AND PROVIDED BY ADSTART MEDIA PTE. LTD. INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADSTART MEDIA PTE. LTD. DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THIS SITE OR PROVIDED BY AdStart Media Pte. Ltd. IS ACCURATE, COMPLETE OR CURRENT.

#### **7. INDEMNITY**

You shall indemnify, defend and hold AdStart Media Pte. Ltd. harmless from and against any and all claims, allegations, liabilities, costs and expenses (including reasonable attorneys' fees) by third parties arising out of Your: (a) improper use of the services provided by AdStart Media Pte. Ltd., including acts or omissions by any third party affiliates acting through You and/or Your network; (b) improper operation of a Program; or (c) breach or violation of this Agreement.

#### **8. ASSIGNMENT AND JURISDICTION**

AdStart Media Pte. Ltd. may assign this Agreement to a subsidiary or business successor. You may not assign this Agreement without the prior written consent of AdStart Media Pte. Ltd. which shall not be unreasonably withheld. This Agreement shall be governed and construed in accordance with the laws of Singapore.

#### **9. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity,

illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

#### **10. FORCE MAJEURE**

Neither Party shall be liable to the other by reason of failure or delay in the performance of its obligations hereunder on account of Acts of God, fires, storms, war, governmental action, labor conditions, earthquakes, natural disasters, interruption in internet service or any other cause which is beyond the reasonable control of such Party.

#### **11. MISCELLANEOUS**

This Agreement contains the sole and entire agreement and understanding between the Parties relating to the subject matter herein, and merges all prior discussions, whether through officers, directors, salespersons, employees or consultants. Each Party is an independent contractor and not a partner, joint venture or employee of the other. All notices shall be sent to the addresses submitted by You when signing up for the service by certified mail, fax, email or courier. AdStart Media Pte. Ltd. reserves the right to change any conditions of this contract at any time.

The latest Terms and Conditions of AdStart Media Pte. Ltd. bind the parties from the date signed or the date service is provided and shall apply to each and any services provided by AdStart Media Pte. Ltd. The latest Terms shall take precedence over any other terms and conditions issued or stated or referenced to apply relating to the services provided by AdStart Media Pte. Ltd., including under any future activity or subsequent insertion orders.

You hereby designate and appoint AdStart Media Pte. Ltd. and its duly authorized representatives to act for and in your behalf to fill and submit any registrations and/or applications which may be required by various third parties in connection with the provision of the services provided by AdStart Media Pte. Ltd. pursuant to these Terms. You irrevocably waive any claim and/or demand towards AdStart Media Pte. Ltd. as a result thereof, including with respect to any use which may be made by any third party in connection with any such registrations and/or applications and acknowledge that this appointment is reasonable and necessary for granting You access to certain offers.

#### **12. AFFILIATES EARNINGS & PAYMENTS**

- Affiliate earnings shall be in accordance with the payout rates set forth in the applicable insertion order. ●

Each new traffic partner starts at Monthly Net30 payment terms until traffic quality is confirmed. ●

Exceptions are made if reference from other advertisers is provided. (3 references)

- AdStart Media offers a wide range of payment terms - Monthly Net30, Monthly Net15, Monthly Net7, Bi-Monthly Net7, Weekly Net7
- Monthly Number confirmations happen before the 10th of each month, Weekly number confirmations happen

before Wednesday for the following week

- AdStart media releases payments each week on Thursday or Friday
- Payment Methods: **Wire transfer / PayPal / Capitalist / Paxum;**
- Minimal threshold for a payment release: Wire transfer: 500\$ / All other payment methods - 100\$ ● Adstart Media does not release payments below 100\$, if you fail to reach that amount it will be rolled over to future periods, until a minimal amount is achieved. If invoice is not raised up to 12 months after service is provided, all payable amounts are voided.
- All funds in Adstart media are displayed in USD. We process payments in USD or in Euros, based on the average exchange rate for the invoice period of the WorldBank.
- Prepayments are made only to direct traffic sources, after at least 3 references. Maximum amount of initial prepayment is 1000\$.
- The payment terms will be based only on your revenue and quality generated! In other words, your faith is in your own hands with AdStart media!

● **Terms and conditions for updated payments:**

✓ **For Networks and companies:**

- **Monthly Net 30** - payments below 5000\$
- **Monthly Net 15** - If you reach an amount above 5 001\$ and below 15 000\$ it will be paid on the first Thursday after 15th of the following month.
- **Monthly Net 7** - If you reach an amount above 15 001\$ and below 30 000\$ it will be paid on the first Thursday after 7th of the following month.
- **Bi-monthly Net7** - If you reach an amount above 15 000\$ for a period of two weeks, your payment will be released within the following week. (30 001\$ a month)
- **Weekly Net7** - If you reach an amount above 15 000\$ for a period of one week, your funds will be released during the following week. (60 001\$ a month)

o Traffic partners who have had deductions of revenue due to fraudulent traffic, will not qualify for better payment terms, regardless of the amount being reached. In order to qualify for better payment terms, you should have at least 3 months of clean history of no rejections.

✓ **Additional payment terms for single affiliates:**

- **For Single Affiliates/Publishers/Mediabuyers\*** payment terms are always **Net7**. o To qualify for Weekly - Net7 - Each week you need to reach 500\$
- o To qualify for Bi-monthly Net7 - Each two weeks you have to reach 250\$
- o If you fail to reach any of the above Monthly Net7 will apply with minimum 100\$

- Traffic Delivered from Monday to Sunday should be confirmed and invoiced by the following Wednesday, payment is released by Friday on the same week. If the minimal threshold of 500\$ is not achieved, your payment will be released based on other payment terms, until higher volumes are provided. ● To prove that you are a direct publisher or a single affiliate, you need to provide proof of at least 3 direct traffic sources. (Accounts with DSPs / Traffic Exchanges/ User databases/ Etc.)
- Affiliate is responsible for the payment of any taxes, fees, duties that may be levied or assessed in connection with this Agreement.
- AdStart Media Pte. Ltd. is entitled to make any deductions or withholdings which may be due without any additional payment.
- Billing information is confirmed and approved only upon submission of government issued ID where Address of the Affiliate should match the Billing address pointed in Affise (if the affiliate has been incorporated, can send bossiness certificate with matching billing address), send your documents to [billing@adstartmedia.com](mailto:billing@adstartmedia.com) and [operations@adstartmedia.com](mailto:operations@adstartmedia.com) for approval.

For any finance inquiries Affiliates can contact AdStart Finance team: [billing@adstartmedia.com](mailto:billing@adstartmedia.com)

**Company name: AdStart Media Pte. Ltd Company name (Affiliate): Address: 160**

**Robinson Road, #14-04 Singapore 068914 Address:**

Print Name: **Ivan Galabov** Print Name:

Title: **Managing Partner** Title:

Date: Date:

Signature: Signature: