Partnerize Partner Terms and Conditions

Effective Date: 10th April 2025

These terms and conditions together with the Schedule – Partner Requirements(as updated from time to time) set out the agreement (“Agreement”) between Performance Horizon Pty Limited (ABN 73 159 461 122) trading as Partnerize ("Partnerize") and you ("Partner"), and govern your use of the Services (as defined below) and the Advertiser Network and each Campaign within such Advertiser Network. Under this Agreement, Partnerize or any Associated Company may, on behalf of Partnerize:

- Provide any aspect of the Platform or the Services;
- Enjoy any benefit or exercise any right or obligation.

By ticking the box below, Partner agrees to the terms of this Agreement, and warrants and represents that:
- if Partner is an individual, it has the capacity and authority to enter into this Agreement; or
- if Partner is an organisation, that this Agreement is executed by a person having the authority to enter into such agreement on Partner’s behalf.

1. Sign-Up

1.1 Partner's application to become a Partner on an Advertiser Network may be approved in that Advertiser's sole discretion.

1.2 If Partner wishes to participate in a Campaign, Partner shall apply by supplying the requested information and following such other instructions as are stated in the Platform.

1.3 Partner's participation in a Campaign is at the sole discretion of the Advertiser who operates the Campaign.

1.4 If Advertiser approves Partner’s participation, Partner further agrees to be bound by any specific, reasonable conditions which Advertiser may impose from time to time in the Campaign Description for that Campaign.

1.5 The Campaign Description will constitute a separate agreement between Partner and Advertisers, and Partnerize

(a) accepts no responsibility for the content of the Campaign Description; and

(b) will not be a party to any agreement between Partner and Advertiser based on the Campaign Description unless otherwise agreed in writing,

therefore, Partner acknowledges that the Advertiser Network and Campaigns are the responsibility of Advertisers and not Partnerize.

2. Referral Tracking

2.1 Partnerize shall create Links and supply these to Partner which allow Partnerize and Partnerize's partners (including Advertisers) to track Referrals.

2.2 Partner must implement the Links in the Site in accordance with Partnerize's reasonable instructions, maintain them during the Term and in accordance with clause 17.4(b) as fully operational, and ensure they are updated in accordance with Partnerize's reasonable instructions.

2.3 Partner's delay in or failure to implement, operate and maintain Links correctly may cause Referrals not to be identified, and no Commission shall be payable to Partner in respect of such unidentifiable Referrals.

3. IP Licenses, Branding and Ownership

3.1 Except where agreed otherwise in writing, each Party grants the other a non-exclusive, revocable, sub-licensable, royalty-free license, to use, reproduce and display its respective Intellectual Property solely for the purposes of providing the Services and operating the Campaigns in which Partner participates.

3.2 Nothing in this Agreement shall operate to transfer any interest or ownership in any rights to Intellectual Property of one Party to the other.

4. Commission

4.1 In return for Partner implementing Links in the Site, Partnerize shall pay Commission in respect of Referrals that result in Approved Transactions.

4.2 Other than as set out in Clause 5 below, Partner expressly acknowledges that each Advertiser sets the terms applicable to Commissions for each Campaign, including but not limited to payment structure and Commission levels.

5. Payment.

5.1 Subject to Clause 5.4, Partnerize will make funds available to Partner for Commissions no more than one UK working day after:

(a) Partnerize has received cleared funds from Advertiser;

(b) Partnerize has been instructed by Advertiser to use such funds for the payment of such Commissions; and

(c) Partner has provided its correct, accurate and complete payment details and tax information and any other information reasonably requested by Partnerize.

5.2 Partner releases Partnerize from any claim for Commissions if Partnerize has not received the corresponding funds and payment instructions from Advertisers.

5.3 Commissions shall be payable to Partner once Partner has earned aggregate Commissions from all applicable Advertisers above the following minimum payment thresholds: £20/US$30/€30 per currency per month. A payment matrix of minimum threshold amounts is available on request for all other currencies. For the avoidance of doubt, Commissions earned below such threshold in any month shall be carried forward to the following month.

5.4 Subject to Clause 5.3, Partner expressly acknowledges and agrees that if Partner does not draw down their funds or provide sufficient information via the Platform for Partnerize to electronically transfer funds to Partner, the following process shall apply:

(a) If (i) Partner has not generated any Commissions, as tracked and recorded within the Platform, within any consecutive 12 month period, and (ii) Partner has failed to generate a self-bill and draw down funds within 12 months from the date that the funds are made available, then the Partner account shall be immediately classified as dormant ("**Dormant Account** ")and may be subject to a Maintenance Fee as further described in Clause 5.4(b) below.

(b) Partnerize reserves the right to charge an administrative fee for the maintenance of a Dormant Account based on Partnerize's then prevailing rates according to the schedule contained herein (the "**Maintenance Fee**"). Maintenance Fees shall be deducted from Partner's account balance retroactively from the point a Partner account was deemed to be a Dormant Account and monthly thereafter, in arrears, in accordance with

the Maintenance Fee Schedule below:

Maintenance Fee Schedule: The Maintenance Fee shall be calculated as follows: a) If the aggregate account balance is greater than $100 USD on a converted basis, a monthly fee of the lessor of (i) $50 USD, or (ii) 10% of the outstanding balance shall be assessed; b) If the aggregate account balance is less than $100 USD on a converted basis, a monthly fee of $10 USD shall be assessed; and, c) If the aggregate account balance is less than $10 USD on a converted basis, or the account remains inactive/dormant for a period of 24 consecutive months, a Maintenance Fee equivalent to the full remaining balance will be assessed. Note(s): Maintenance Fees will not be charged if the Partner account balance reaches $0. United States Dollars (USD) will be the standard monetary value used to calculate Maintenance Fees even if the currency used to calculate Partner's Commission differs.

5.5 Without prejudice to any other remedy Partnerize may have in respect of Partner's participation in Unethical Activities, Partnerize reserves the right to claim back any funds paid in respect of any related Approved Transactions which are determined to be as a result of or related to Unethical Activities. In circumstances where Partner is paid Commission which is not rightfully due including, but not limited to overpayments, mistaken payments, payments which result from or involve fraud, Partnerize reserves the right to claw back such Commissions. Partnerize will consult with Partner regarding any claw back and resultant repayment terms.

5.6 In compliance with any law, regulation or government direction affecting Partnerize or an Associated Company, Partnerize reserves the right to withhold payment to Partner if any of the following are located in a country subject to international sanctions:

(i) billing address;

(ii) bank account;

(iii) IP address; or

(iv) trading address.

5.7 Partnerize shall send a request for invoice document to Partner stating the Commission due to Partner. Partner shall then issue a GST invoice to Partnerize based on the request for invoice. Partnerize shall only release payment to Partner on the proviso that the invoice from Partner accurately matches the corresponding request for invoice. Partner is required to keep Partnerize updated with current information relating to Partner's tax status (including but not limited to tax registration status, postal address and organisation name), and to ensure the payment details in the Platform are correct at all times.

5.8 Partnerize will not be responsible for any mis-payment or return of Commission where Partner has submitted incorrect bank details to Partnerize.

5.9 Where the transfer of funds to Partner incurs bank charges, Partnerize reserves the right to pass on such charges to Partner.

5.10 All Commissions payable shall be paid in the currency in which they are received from the Advertisers. Where Partner requests payment in another currency, any cost of currency conversion or losses caused by exchange rate fluctuations will be borne by the Partner.

5.11 Partnerize reserves the right to reject submitted account changes that are in violation of this Agreement.

6. Partner Warranties.

6.1 Partner represents, warrants and undertakes to Partnerize that:

(a) its acceptance of this Agreement, and its performance of its obligations and duties under it, do not and will

not breach any agreement to which Partner is a party or by which it is otherwise bound;
(b) except for granting access to Authorised Users, it shall not share, rent or use the Platform or Services for the benefit of any person or entity other than the Partner;
(c) all information and data Partner supplies to Partnerize, Advertiser, Users and any other party through or in connection with this Agreement is correct, accurate, up-to-date and not misleading;
(d) The Site and Partner's activities through and in connection with the Services and the relevant Advertiser Network, shall comply with the Data Protection Legislation, applicable anti-bribery and corruption legislation, and any and all other applicable laws, regulations and codes of conduct in force from time to time as amended, re-enacted, extended or consolidated. Partner shall promptly notify Partnerize, if Partner becomes aware of any corruption or breach of Data Protection Legislation in relation to this Agreement;
(e) it shall adhere to the Partner Requirements at all times, as well as industry best practice in promoting Campaigns;
(f) its Site and its activities through and in connection with the Partnerize Services and relevant Advertiser Network shall not contain, transmit or otherwise involve any Malware or other equivalent or similar code or material;
(g) it shall provide a clear and conspicuous link to its privacy policy from each page on its Site, and such privacy policy shall be in compliance with applicable laws, including the Data Protection Legislation;
(h) it shall disclose to Users its commercial relationship with Advertiser to the extent, and in the manner, required by all applicable law, regulation, or codes of conduct;
(i) any Intellectual Property it uses does not and will not infringe any third-party right (including without limitation by being obscene, defamatory or infringing any copyright, trade mark or other proprietary right);
(j) that Partner's participation in the Campaigns is undertaken in the course of a business.

7. Data Protection

7.1 Partnerize will process Partner's Personal Data only:
(a) to fulfil its obligations to Partner as set out in this Agreement;
(b) where required to do so by a regulator or by law;
(c) in accordance with Clause 14.3;
(d) in accordance with Partnerize's privacy policy as made available on its website from time to time.
7.2 Partnerize processes Users' Personal Data and uses tracking code and/or cookies on behalf of Advertisers for the purposes of tracking the performance of Advertisers' marketing efforts and attributing Transactions to Partner (the "Purpose"). Partner understands and acknowledges that Partnerize and Advertisers' compliance with applicable law depends on Partner making certain disclosures and obtaining certain consents for such tracking and processing. In order to ensure such compliance, Partner will in relation to Users make all necessary disclosures for and obtain all necessary consents to:
(a) the use of code or cookies;
(b) the collection of Users IP address and browser details;
(c) the processing of Users' Personal Data, including data relating to the Users' clicks on Links and subsequent purchases;
(d) the disclosure of Users' Personal Data to Advertisers and to Partnerize and its Associated Companies;
(e) the transfer of Users' Personal Data outside the Users' territory,
by Partnerize for the Purpose.

7.3 Partner will comply with any applicable requirements of Data Protection Legislation, including in respect of the storage of information in terminal equipment or access to information in terminal equipment where such storage or access is necessary for the Services.
7.4 Except for any of Partner's own Personal Data provided to register for and use the Services, Partner will pass only anonymous data to Partnerize unless Partner has entered into a seperate agreement for the processing of Personal Data with Partnerize.

8. Partner Indemnity

8.1 Partner hereby undertakes to keep Partnerize, Partnerize's Associated Companies and Partnerize's Advertisers (together with their directors, employees and agents) fully and effectively indemnified against any and all costs, claims, expenses, administrative sanctions and liabilities (including reasonable legal fees) arising as a result of:
(a) the content of the Site;
(b) any breach of this Agreement;
(c) Partnerize's compliance with Partner's instructions with respect to the processing of Personal Data;
and
(d) any other claim against Partnerize or Advertiser in connection with a User's use of the Site
(any matter within the scope of this indemnity being a "Claim").
8.2 Partnerize shall notify Partner of any Claim and take reasonable account of Partner's directions with regard to that Claim.
8.3 Clause 12.2 of this Agreement shall not apply to this clause 8.

9 Partnerize Warranties

9.1 Partnerize warrants and undertakes to Partner that:
(a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required under it;
(b) its execution of this Agreement and the performance of its obligations and duties under it, do not and will not breach any agreement to which it is a party or by which it is otherwise bound;
(c) Partnerize's activities through and in connection with the Services, shall comply with the Data Protection Legislation, applicable anti-bribery and corruption legislation, and any and all other applicable laws, regulations and codes of conduct in force from time to time as amended, re-enacted, extended or consolidated. Partnerize shall promptly notify Partner, if Partnerize becomes aware of any corruption or breach of Data Protection Legislation in relation to this Agreement; and
(d) Partner's use of Partnerize's Intellectual Property shall not infringe the intellectual property or other rights of any third party.

10 DISCLAIMER

10.1 PARTNER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED ON AN 'AS IS' BASIS, AND THAT PARTNERIZE DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, IN RELATION TO THE SERVICES' FUNCTIONALITY, AVAILABILITY OR UPTIME, NOR THAT THE SERVICES ARE SUITABLE FOR PARTNER'S PARTICULAR REQUIREMENTS, OR THAT PARTNER'S USE OF THE SUCH SERVICES WILL RESULT IN ANY PARTICULAR LEVEL OF INCOME OR BUSINESS TO PARTNER.

11 Term, Termination and Suspension

11.1 This Agreement commences on the Effective Date and shall remain in force until terminated in accordance with its provisions.

11.2 Either Party may terminate this Agreement:

(a) at any time on written notice to the other Party in the event of:

(i) a material breach of this Agreement by the other Party;

(ii) the other Party passing a resolution, or a court of competent jurisdiction making an order, that the other Party be wound up, or a receiver, administrative receiver, administrator or manager is appointed over any part of the business or assets of the other Party;

(iii) the other Party is unable to pay its debts within the meaning of the Corporations Act 2001 or any similar event occurs in any other jurisdiction in respect of the other Party; or

(b) immediately with notice and without cause.

11.3 Further, Partnerize may terminate this Agreement immediately and without notice if Partner engages in Unethical Activities or breaches clause 6, 7 or 14 of this Agreement.

11.4 Partnerize may suspend its provision of the Services or Partner's participation in any Campaign, or disable Links, where Partnerize believes it is necessary to protect Partnerize, Partnerize's Associated Companies, Advertisers or Users from any damage, loss or liability, including, without limitation, if Partnerize believes Partner is engaged in any Unethical Activities.

11.5 If Partnerize exercises its rights of suspension under clause 11.4, Partnerize shall notify Partner as soon as practicable and resume provision of Services and/or Partner's participation in the Campaign as soon as it is satisfied the reason for suspension no longer applies.

11.6 Except for Partnerize's obligations in clause 14, Partnerize shall be relieved of all liability, duty and obligation to Partner (including, without limitation, any payment obligation) during the period of such suspension. For the avoidance of doubt, Partner shall not be entitled to any Commission, compensation or any other form of payment from Partnerize in respect of any period of suspension, whether or not the suspension is lifted and Partner is subsequently re-granted access to the Partnerize Network.

12 LIMITATION OF LIABILITY

12.1 NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF EITHER PARTY FOR LOSS OR DAMAGE DUE TO OR ARISING FROM DEATH, PERSONAL INJURY OR FRAUDULENT MISREPRESENTATION.

12.2 SAVE IN RELATION TO CLAUSE 8 ABOVE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCURRED AS A RESULT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, NEGLIGENCE OR HOWSOEVER.

12.3 PARTNERIZE'S MAXIMUM LIABILITY TO PARTNER IN RELATION TO PARTNER'S DIRECT LOSSES ARISING FROM PARTNERIZE'S BREACH OF ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED THE COMMISSION RECEIVED OR PROPERLY DUE TO PARTNER IN THE 3 MONTHS PRIOR TO THE EVENT WHICH GAVE RISE TO LIABILITY.

12.4 WITH THE EXCEPTION OF CLAUSES 6.1 (h), 6.1 (i), 7 AND 14 PARTNER'S MAXIMUM LIABILITY TO PARTNERIZE IN RELATION TO PARTNERIZE'S DIRECT LOSSES ARISING FROM PARTNER'S BREACH OF ANY OTHER PROVISION OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF THE COMMISSION RECEIVED OR PROPERLY DUE TO

PARTNER IN THE 12 MONTHS PRIOR TO THE EVENT WHICH GAVE RISE TO LIABILITY, OR $500,000.

13 Disputes and Notices

13.1 Both Parties shall use commercially reasonable endeavours to resolve bona fide disputes.

13.2 If no such resolution occurs within 30 days of notification of a dispute, either Party may escalate such dispute to a superior within Partnerize, and both parties shall attempt to resolve such dispute within a further 30 day period.

13.3 Any notice given under this Agreement shall be in writing and shall be considered given or made: where sent by hand or courier, upon receipt; where sent by first class pre-paid post, on the second working day following the date of posting; or where given by e-mail immediately on transmission;

13.4 Notices shall be delivered or posted:

(a) in the case of Partnerize, to the applicable address set out in clause 16.10 below or such other address notified to Partner;

(b) in the case of the Partner, to the address given by the Partner in the Platform.

14 Confidentiality

14.1 Both Parties shall take reasonable steps to prevent disclosure of Confidential Information of the other Party other than to those of its employees or agents who require access to such Confidential Information solely to perform such Party's obligations hereunder and who have each agreed to comply with this provision. Such obligation shall continue despite the termination of this Agreement.

14.2 Either Party may disclose Confidential Information without the consent of the other Party to the extent such disclosure is required by law.

14.3 Notwithstanding Clause 14.1 and subject to Clause 7.2, where Partner:

a) has made an application for approval on an Advertiser Network; or

b) is participating in an Advertiser Campaign;

Partner acknowledges that Partnerize may disclose to the relevant Advertiser or to any Associated Company such Confidential Information (including Partner’s Personal Data) as Partnerize reasonably deems necessary for the purposes of providing the Services. Partner may object to such disclosure at any time by providing notice to Partnerize of such objection.

14.4 Both Parties may publicise the relationship, subject to the other Party's approval of any publicity materials, such approval not to be unreasonably withheld or delayed.

15 Force Majeure

15.1 Neither Party shall be liable for, or be considered in breach of this Agreement on account of any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such Party's reasonable control, including but not limited to acts of God, acts of government, strikes or war, and which such Party is unable to overcome by the exercise of reasonable diligence.

16 General Provisions

16.1 Failure of either Party to insist upon or enforce performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of such Party's right to assert or rely upon any such provision or right in that or any other instance.

16.2 This Agreement comprises the entire agreement between the Parties, and supersedes all prior agreements, statements, and representations whether negligent or otherwise (other than fraudulent misrepresentations) by either Party in relation to its subject matter.

16.3 Other than expressly provided for in this Agreement, a person (natural or legal) who is not a Party to this Agreement has no right to enforce any term of this Agreement.

16.4 Partner shall not assign this Agreement or any right, interest or obligation under it without Partnerize's prior written consent. Partnerize may assign this Agreement or any of its rights, interests or obligations under it to any third party including without limitation any Associated Company without restriction or to any successor of Partnerize's by way of merger, consolidation or the acquisition of all or substantially all of Partnerize's business and assets relating to this Agreement.

16.5 Solely to the extent there is any inconsistency between the Campaign Description and this Agreement, this Agreement shall prevail.

16.6 If any provision of this Agreement is or becomes invalid or illegal in any respect, that provision shall be deemed severed from this Agreement, but the validity, legality and enforceability of the remaining provisions shall not be affected.

16.7 The clause headings in this Agreement are included for convenience only and shall not affect its construction or interpretation.

16.8 Neither Party shall have the right to bind the other to any agreement with a third party nor to represent itself as an agent, partner or joint venture of the other, nor to incur any obligation or liability on behalf of the other.

16.9 The termination of this Agreement (for whatever reason) shall not terminate any provision or obligation which is expressly or by implication provided to come into or continue in force after such termination and shall be without prejudice to the accrued rights and liabilities and other remedies of the Parties.

16.10 Who you should direct notices to under this Agreement, what law applies in any dispute or lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such dispute or lawsuit, depend on where you are domiciled as indicated by the address you listed in the Platform.

If you are domiciled in:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
The United States of America, Canada, Mexico, or a country in Central or South America or the Caribbean	900 Rutter Avenue Forty Fort, PA 18704, U.S.A. Email: legal@partnerize.com	New York	New York, New York
A country in Europe	Suite 6a, 6th Floor, West One, Forth Banks, Newcastle upon Tyne, NE1 3PA, England Email: legal@partnerize.com	England and Wales	London, England
Australia, New Zealand or any country in Asia	Level 31, 52 Martin Place Sydney NSW 2000, Australia Email: legal@partnerize.com	New South Wales, Australia	New South Wales, Australia

Each party (i) agrees to the applicable governing law in the chart above without regard to choice or conflicts of law; and (i) irrevocably consents to the exclusive jurisdiction of, and venue in, the applicable courts listed in the chart above and waives any (A) objection it may have to any proceedings brought in any such court, (B) claim that the proceedings have been brought in an inconvenient forum, and (C) right to object (with respect to such proceedings) that such court does not have jurisdiction over such party.

16.11 This Agreement is originally written in English and may be translated into different languages. In the event of any conflict or inconsistencies between the interpretation of the English version and the translated version, the English version shall prevail.

17 Updates

17.1 Partnerize may update this Agreement from time to time by publishing a new version in the Platform.

17.2 Partnerize will notify Partner in advance of updates to this Agreement via email or the Platform or other suitable method.

17.3 Partner's continued use of the Services and/or participation in a Campaign after the date of any such update constitutes Partner's acceptance to be bound by the updated terms.

17.4 If Partner does not agree with any proposed update to these terms, Partner must immediately notify Partnerize to discuss termination of Partner's account, access to the Platform and any associated engagement.

18. Definitions.

In this Agreement, the following words have the following meanings:

"Advertiser" means a third party who contracts with Partnerize in order to use the System to run Campaigns;

"Advertiser Network" means the Advertiser's proprietary network through which Partner may advertise and market Advertiser's products and services to Users via the Site;

"Authorised Users" means any employee, officer, or contractor of Partner who is authorised by Partner to use the Platform and Services. Partner shall not permit third parties as "Authorised Users" without the prior written approval of Partnerize, to be determined at the sole discretion of Partnerize.

"Approved Transaction" a Transaction which has been approved by the relevant Advertiser;

"Associated Company" means a member of Partnerize's group, and any entity that controls, is controlled by or is under common control with any of the foregoing entities;

"Campaign" means a commercial offer or set of offers of Advertiser's products and services specified in a Campaign Description;

"Campaign Description" (sometimes known as "Programme Description") means the key parameters of a Campaign, which may include, without limitation, a description of Advertiser's company, commission rates, cookie period, specific terms and conditions and other relevant information;

"Commission" means all compensation due to Partner (including, for the avoidance of doubt, bonus payments) in respect of Approved Transactions, as agreed between Partner and Advertiser;

"Confidential Information" means this Agreement and all communications and information, whether written, visual, or oral, and all other material supplied to or obtained, whether electronic or not, by either Party from the other during the Term and all information, reports, drawings, recommendations, data or advice given by either Party to the other in pursuance of its obligations under this Agreement, and shall (without limitation of the foregoing) include any information from whatever source supplied to or obtained by either Party concerning the

trade secrets, customers, business associations, technical or commercial affairs of the other Party or in the case of Partnerize any Associated Company, partners, joint ventures or any Advertiser or business associate of Partnerize;

“Data Protection Legislation” means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other applicable supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction, and any legislation that supersedes the foregoing (including, for the avoidance of doubt Regulation (EU) 2016/679 (General Data Protection Regulation).

“Dormant Account” has the meaning set out in Clause 5.4(a).

"Effective Date" means the date of execution of this Agreement by Partner, as evidenced by Partnerize’s records indicating the date the Partner signed up to the Advertiser Network;

"Intellectual Property" means patents, rights in designs, trademarks, trading business or domain names, email addresses, copyrights (including any such rights in typographical arrangements, web sites or software), whether registered or not and any applications to register or rights to apply for registration of any of the foregoing, licenses in, to and under any of the foregoing, rights in inventions, know how, trade secrets and other Confidential Information, rights in databases and all other intellectual property rights, which subsist now or in the future in any part of the world;

"Link" means the link Partnerize supplies to Partner for inclusion on the Site, which when clicked on by a User, identifies:

(a) that the User has been referred by Partner; and

(b) the Campaign the User is participating in;

“Malware” means software programmes designed to damage or do other unwanted actions on a computer system or to disrupt computer or mobile operations;

"Parties" means the Partner and Partnerize, and "Party" means either one of them;

“Personal Data” means personal data as defined in the Data Protection Legislation;

"Partner Requirements" means the requirements set out in the Schedule to this Agreement;

"Platform" means the Partnerize performance marketing technology and reporting interface accessible from URL http://console.partnerize.com/ (or any other URL as advised by Partnerize from time to time);

"Referrals" means the Partner's referral or introduction of a User to an Advertiser as part of a Campaign, which may result in an Approved Transaction.

"Services" means the provision to Partner by Partnerize of access to the Platform;

"Site" means Partner's website, browser extension, blog, forum, voucher code, email list or other mechanic designed or intended to refer Users to Advertisers;

"Term" means the duration of this Agreement, beginning on the Effective Date and continuing until the date of termination;

"Transaction" means a sale or supply of an Advertiser's goods or services to Users, or introductions, referrals or other User interactions in respect of an Advertiser's goods or services as defined in the applicable Campaign Description, and recorded as part of the Services;

"Unethical Activities" has the meaning set out in the Schedule, Paragraph 1;

"User" means an individual consumer who purchases, applies for, enquires about or otherwise takes action in

respect of Advertiser's products or services.

THE SCHEDULE

Partner Requirements

1. Each Partner undertakes to Partnerize that it shall not engage in any fraudulent, unethical or unlawful activity, any activity which is not transparent to, nor in the best interests of Partnerize, Advertisers and/or Users, or any activity that intentionally or unintentionally misuses or circumvents this Agreement, the Services and/or the payment terms herein ("Unethical Activities"). Examples of Unethical Activities include, but are not limited to:
1.1. use of inappropriate software (whether third party or otherwise) in order to create financial gain for Partner;
1.2. bidding on legally-protected key terms within paid search, or any other third party advertising system based on keywords, without Partnerize's and/or Advertiser's prior approval;
1.3. implementing links that are placed in such a way that is misleading to Users or where there is an incentive to click on them without a User's full knowledge of the consequences of their actions. For example, activating a cookie which may later mean a conversion of sale to the owner of the Partner link ('forced clicks'), or otherwise causing or enabling links to Advertisers which are not made in good faith;
1.4 promotion by unsolicited email;
1.5. mimicking the action of a Partner link click which results in a cookie being stored on a User's machine which could later lead to the conversion of a sale to said Partner; or
1.6 promoting, distributing or otherwise publishing any content that includes content on the Site, which is libelous, defamatory, obscene, pornographic, abusive, fraudulent or violates any law.

2. The provisions of this paragraph apply to Partners whose Site comprises an email list ("Email Partner"). Email Partners must:
2.1 create, supply and operate such lists in accordance with data protection and other applicable laws;
2.2. obtain Partnerize's approval before sending email promotions on behalf of Advertisers to Users;
2.3. upon Partnerize’s request, promptly supply examples of email promotions which Email Partner proposes to use;
2.4. upon Partnerize’s request, promptly provide full disclosure as to the origin and source of its list or database of email addresses, including supplying satisfactory evidence that these have been properly purchased or licensed; details of the party from whom they have been purchased or licensed; and details which demonstrate that they have been created, supplied and operated in accordance with data protection and other applicable laws.

3. Each Partner shall protect and maintain the confidentiality of their logins, Links and other data used to manage access to the Platform and Campaigns and shall ensure that a third party may not change Partner's details without Partner's knowledge. This responsibility includes the security of the email account Partner uses for Platform registration and login. Each Partner further acknowledges that Partnerize provides multi-factor authentication for Platform access and understands that declining to use this multi-factor authentication will be at Partner’s own risk.

4. Each Partner must specify the URLs it will use to track Transactions as part of the sign up process via the Platform ("Authorised URLs"). Partnerize may ignore Transactions entered into via URLs other than Authorised

URLs and/or withhold Commission in respect of them. A Partner may add additional or substitute URLs from time to time via the Platform, but such URLs will only become operational once confirmed as such by Partnerize as Authorised URLs.

5. Partnerize may provide Partners with the opportunity to provide information regarding the type and character of the Partners' businesses that may be visible to Advertisers. Each Partner shall provide only truthful and accurate information and shall immediately inform Partnerize of any change in self-reported information.

6. Partner shall not under any circumstances attempt to assign, divert, or otherwise utilize the Platform or Services to redirect the payment of any Commission or fees of any kind to any third party without the express prior written approval of Partnerize.

7. From time to time, Partnerize may request information from Partner to evidence how and where Partner is promoting its Site and Partner shall supply such information promptly to Partnerize.

8. If any Partner or User has configured its system in order to disable any technology confirming the means of referral, Partnerize will treat the User as not having been referred by any Partner.

9. All information in the Platform must be complete and accurate at all times. Partnerize reserves the right to request proof of Partner's identity at any time. If Partner does not provide this within the time period specified by Partnerize, then Partnerize may terminate this Agreement on immediate notice.