

Partnerize Partner Terms and Conditions

These terms and conditions together with the Schedule – Publisher Guidelines (as updated from time to time) set out the agreement (“Agreement”) between Performance Horizon Group Software (Shanghai) Company Limited (Company Number 310000400714344) 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. 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 Licences, Branding and Ownership

3.1 Except where agreed otherwise in writing, each Party grants the other a non-exclusive, revocable, sub-licensable, royalty-free licence, 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 5.3, 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; and
- (b) Partnerize has been instructed by Advertiser to use such funds for the payment of such Commissions.

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 lesser 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 Parternize may have in respect of Partner's participation in Unethical Activities, Parternize 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, Parternize reserves the right to claw back such Commissions. Parternize will consult with Partner regarding any claw back and resultant repayment terms.

5.6 In compliance with any law, regulation or government direction affecting Parternize or an Associated Company, Parternize 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 Parternize shall make a payment instruction available to Partner in the Platform stating the Commission due to Partner. Partner shall then issue a fapiao to Parternize's representative in China based on the payment instruction. Parternize shall only release payment to Partner on the proviso that the fapiao from Partner accurately matches the corresponding payment instruction. Partner is required to keep Parternize 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 Partner Platform are correct at all times.

5.8 Partner therefore agrees:

5.8.1 not to issue invoices to Parternize for Commissions earned.

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

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

5.11 Where Partner requests payment in a currency other than the currency the Campaign is tracked in, Parternize shall convert the Commission paid by Advertiser in the original currency to the requested currency at a reasonable market rate.

6. Partner Warranties.

6.1 Partner represents, warrants and undertakes to Parternize 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) all information and data Partner supplies to Parternize, Advertiser, Users and any other party through or in connection with this Agreement is correct, accurate, up-to-date and not misleading;
- (c) 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 Parternize, if Partner becomes aware of any corruption or breach of Data Protection Legislation in relation to this Agreement;

(d) it shall adhere to the Partner Guidelines at all times, as well as industry best practice in promoting Campaigns;

(e) its Site and its activities through and in connection with the Parternize Services and relevant Advertiser Network shall not contain, transmit or otherwise involve any Malware or other equivalent or similar code or material;

(f) 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;

(g) 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;

(h) 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);

(i) that Partner's participation in the Campaigns is undertaken in the course of a business.

7. Data Protection

7.1 Parternize 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 Parternize's privacy policy as made available on its website from time to time.

7.2 Parternize 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 Parternize 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 Parternize and its Associated Companies;

(e) the transfer of Users' Personal Data outside the Users' territory,
by Parternize for the Purpose.

7.3 Partner will pass only anonymous data to Parternize unless Partner has entered into an agreement for the processing of Users' Personal Data with Parternize.

8. Partner Indemnity

8.1 Partner hereby undertakes to keep Parternize, Parternize's Associated Companies and Parternize'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) Parternize's compliance with Partner's instructions with respect to the processing of Personal Data;
and

(d) any other claim against Parternize 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 Parternize 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 Parternize Warranties

9.1 Parternize 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) Parternize'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. Parternize shall promptly notify Partner, if Parternize becomes aware of any corruption or breach of Data Protection Legislation in relation to this Agreement; and

(c) Partner's use of Parternize'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 PARTERNIZE 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 or any similar event occurs in respect of the other Party;

or

(b) immediately with notice and without cause.

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

11.5 If Parternize exercises its rights of suspension under clause 11.4, Parternize 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 Parternize's obligations in clause 14, Parternize 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 Parternize in respect of any period of suspension, whether or not the suspension is lifted and Partner is subsequently re-granted access to the Parternize 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 PARTERNIZE'S MAXIMUM LIABILITY TO PARTNER IN RELATION TO PARTNER'S DIRECT LOSSES ARISING FROM PARTERNIZE'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 (G), 6.1 (H), 7 AND 14 PARTNER'S MAXIMUM LIABILITY TO PARTERNIZE IN RELATION TO PARTERNIZE'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 Parternize, 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; or where posted in the Platform immediately the posting is made.

13.4 Notices shall be delivered or posted:

- (a) in the case of Parternize, to the address set out above 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 Parternize may disclose to the relevant Advertiser or to any Associated Company such Confidential Information (including Partner's Personal Data) as Parternize reasonably deems necessary for the purposes of providing the Services. Partner may object to such disclosure at any time by providing notice to Parternize 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 Parternize's prior written consent. Parternize 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 Parternize's by way of merger, consolidation or the acquisition of all or substantially all of Parternize'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 This Agreement shall be governed by Chinese law and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of the People's Republic of China.

17 Updates

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

17.2 Parternize will notify Partner in advance of updates to this Agreement via email, 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 Parternize and, in accordance with Parternize's directions:

(a) cease further participation in any then-active Campaigns;

(b) agree to continue participation in any then-active Campaigns for such period as Parternize shall direct.

18. Definitions.

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

"Advertiser" means a third party who contracts with Parternize 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;

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

"Associated Company" means a member of Parternize'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 Parternize any Associated Company, partners, joint ventures or any Advertiser or business associate of Parternize;

"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 Parternize'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 Parternize 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 Parternize, and "Party" means either one of them;

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

"Partner Guidelines" means the guidelines set out in the Schedule to this Agreement;

"Platform" means the Parternize performance marketing technology and reporting interface accessible from URL <http://console.partnerize.com/> (or any other URL as advised by Parternize 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 Parternize of access to the Platform;

"Site" means Partner's website, 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 Guidelines

1. Each Partner undertakes to Parternize 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 Parternize, 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 Parternize'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 Parternize's approval before sending email promotions on behalf of Advertisers to Users;

2.3. upon Parternize's request, promptly supply examples of email promotions which Email Partner proposes to use;

2.4. upon Parternize'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.

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"). Parternize 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 Parternize as Authorised URLs.

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

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

7. All information in the Platform must be complete and accurate at all times. Parternize 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 Parternize, then Parternize may terminate this Agreement on immediate notice.