

## TERMS AND CONDITIONS

This agreement sets forth the terms and conditions between TraffiKongs, an advertiser, and you, the publisher, governing your participation in our affiliate program.

By registering and confirming your details on our website, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions set forth in this agreement. We urge you to carefully review the terms and conditions below before beginning the registration process.

If you disagree with any part of the Terms and Conditions, you may not access the Service. TraffiKongs LTD has the right to revise and update these Terms and Conditions at any time without prior notification; therefore, you should visit this page periodically to review these Terms and Conditions.

### INTRODUCTION

TraffiKongs acts as an intermediary between publishers and advertisers and provides a platform where publishers can access marketing campaigns defined by advertisers. TraffiKongs offers support and payment of commission to its network members for promoting the Advertisers campaigns through text links, banners and other marketing tools available on our platform.

This Agreement shall become effective upon your acceptance as a publisher on our platform and shall remain in effect until terminated.

### TERMINOLOGY

The following terminology provides definitions for key terms and phrases used throughout this agreement between TraffiKongs and our publishers. We have provided these definitions to clarify any language or terminology that may be unclear to our publishers. This glossary is intended to be a helpful reference and should be used in conjunction with the rest of the agreement. If you have any questions about the definitions provided in this glossary, please contact us for assistance.

Platform: Refers to the software provided by TraffiKongs that connects publishers and advertisers in one place, allowing publishers to run campaigns for various affiliate programs and receive payments all in one place.

Affiliate (or Publisher): An individual or entity who has registered an account with TraffiKongs and has agreed to participate in our affiliate program. The affiliate's role is to promote advertiser's products or services on their website(s) or through other marketing channels, and earn commission for any resulting traffic or sales.

Affiliate Account (or Publisher Account): A user account on the TraffiKongs platform created by an affiliate for the purpose of accessing the platform's tools and features. This account enables the affiliate to manage their marketing campaigns, track their earnings and other key performance indicators, and access resources and support provided by TraffiKongs.

Advertiser: An advertiser is a company that seeks to promote its products by launching marketing campaigns through TraffiKongs, an affiliate network acting as a broker between the advertiser and publishers. The advertiser's goal is to increase exposure of their products or services on various markets by utilizing different marketing channels such as text links, banners, and other marketing tools available on the TraffiKongs platform.

Campaign: A specific marketing initiative created by an advertiser and made available on the TraffiKongs platform for publishers to promote through various marketing channels. The campaign includes details such as the product or service being promoted, the commission structure, and any other terms and conditions governing the relationship between the publisher and the advertiser.

Affiliate Source: Any platform, channel, or medium that is used by an affiliate to promote and market the advertiser's products. This can include, but is not limited to, websites, blogs, social media accounts, email marketing, search engines, and mobile apps.

License Guidelines: A set of rules and regulations that must be followed by anyone who advertises a product or brand that is licensed under a particular jurisdiction. These guidelines dictate what is allowed or prohibited in specific markets and are mandatory for all parties involved in the product's advertising under such a license.

Commission: the amount payable to the Publisher for promoting and generating sales or traffic to the Advertiser's products through lawful affiliate marketing activities. The Commission may be calculated based on different payment models, including but not limited to, CPC (cost per click), CPA (cost per action), Revenue Share (a percentage of revenue generated), or Hybrid (a combination of cost per action and revenue share).

Affiliate Fraud (or Fraudulent Actions): refer to any act or omission that is committed by an affiliate, in order to obtain an unlawful gain through affiliate marketing activities. This

can include actions such as generating fake leads or sales, using unauthorized marketing methods, or inflating traffic or engagement metrics. Such actions can result in the affiliate receiving commission payments that they are not entitled to, which can harm the advertiser, the affiliate network, and other affiliates who are following the rules.

Spam: sending of unsolicited or irrelevant messages, typically over the internet, to a large number of users, for the purpose of advertising, phishing, spreading malware, or any other malicious or unwanted activity. Spam may also include unwanted or intrusive advertising and communication that does not have prior opt-in or opt-out permissions.

## **ELIGIBILITY**

To become an affiliate, you must be at least 18 years old and have a website or social media presence that meets our standards. TraffiKongs reserves the right to refuse any registration in its sole and absolute discretion.

As a publisher, it is your sole responsibility to ensure that you have the legal right to promote the Advertisers through links/banners or any other marketing tools.

## **REGISTRATION**

Upon registration at the TraffiKongs platform, users are required to provide accurate and up-to-date information. This includes their personal details, contact information, and any other information requested during the registration process. By registering on the platform, users agree to provide truthful and accurate information. TraffiKongs reserves the right to verify the accuracy of the information provided and to reject any application that does not meet the platform's standards. After completing the registration form, an Account Manager will review the application and notify the user of their acceptance or rejection within a reasonable timeframe.

## **OBLIGATIONS OF TRAFFIKONGS**

1. TraffiKongs obligations as a network include ensuring the proper functioning of its platform's hardware and software components, providing Publishers with full access to all services offered on the platform under the terms and conditions of this agreement.

2. TraffiKongs will be providing Publishers with marketing materials such as Landing Pages, banners, and other promotional materials available from the Advertisers or created by TraffiKongs for Publishers.
3. TraffiKongs is committed to providing permanent availability and access to the statistics of the Advertiser's campaigns, such as impressions, clicks, leads, CPAs, and generated earnings (commission), as long as the Publisher's account is active and in good standing. In the event of account suspension or termination, access to statistics will no longer be available.
4. TraffiKongs is responsible for ensuring the proper functioning of the platform's hardware and software components, giving publishers full access to all services offered on the platform. In case of technical failure affecting the operation of the platform, TraffiKongs will inform publishers of the situation and solve the technical problem as quickly as possible.
5. In the event of a technical failure that affects the platform's operation for reasons beyond TraffiKongs' control, such as a breakdown in the communication system, a breakdown in the Internet Service Provider system, or any other reason whatsoever, TraffiKongs is committed to informing the Publisher of the situation and to resolve the technical problem promptly after it has been detected or TraffiKongs has been made aware of it.
6. TraffiKongs is responsible for monitoring campaigns and verifying statistics with the advertiser to ensure accuracy. In case of any discrepancies or missed commissions, TraffiKongs will investigate and fix any issues as necessary.
7. TraffiKongs will inform publishers about new campaigns by e-mail, Skype, or any other communicated method agreed between parties, and provide details such as payout structure and traffic restrictions.
8. TraffiKongs will provide ongoing support and available information about campaigns' performance to publishers.
9. TraffiKongs is responsible for making payments to the provided billing details in a timely manner, in accordance with the 'Commissions and Payments' clause.

## **OBLIGATIONS OF PUBLISHERS**

1. Publishers will promote the products available on TraffiKongs via various marketing channels, such as PPC campaigns, SEO, social media, email marketing, display advertising, and other channels agreed upon by both parties. Before launching any campaign, publishers must confirm the marketing channels they intend to use with TraffiKongs.

2. Publishers will be actively optimizing their campaigns to improve performance and increase customer value, including but not limited to adjusting targeting, creative content, and placement of advertisements.
3. The publisher must use the tracking links from TraffiKongs platform. If a different link is used, it may affect the tracking of traffic and stats, and TraffiKongs will not be responsible for any discrepancies or missed commissions resulting from the use of incorrect links.
4. To ensure compliance with the terms of this Agreement and to maintain the quality of the network, it is important that the Publisher keeps TraffiKongs updated on all sources used to advertise products. The Publisher must inform TraffiKongs in a timely manner of any new sources that are being used or are intended to be used to promote the Advertiser's campaigns. The Publisher should also notify TraffiKongs if any sources are terminated or no longer used. Failure to update TraffiKongs about sources or providing false information about used sources may result in suspension or termination of the Publisher's account.
5. Publishers are aware that they may be promoting products that are licensed by different jurisdictions and are responsible for ensuring that they follow all guidelines and laws of the relevant jurisdiction(s). It is the Publisher's responsibility to familiarize themselves with the laws and regulations of the relevant jurisdiction(s) and ensure that their promotional activities comply with them.
6. Publishers are responsible for ensuring that any promotional materials they modify or create themselves comply with all applicable laws and regulations, as well as any guidelines or requirements set forth by the advertiser or the affiliate network. If publishers are uncertain about whether a particular promotional material is compliant, they must contact the affiliate network to obtain approval before using the material in any marketing campaigns.
7. The Publisher shall not engage in any fraudulent activity or attempt to defraud the Advertiser or the Affiliate Network. This includes, but is not limited to, generating fraudulent clicks or impressions, using fake or misleading information to generate leads or sales, using bots or automated software to generate traffic, spamming, or engaging in any other activity that violates the Advertiser's or Affiliate Network's terms and conditions. Any fraudulent activity may result in the termination of the agreement and forfeiture of any commissions earned. The Publisher is solely responsible for any damages or losses resulting from fraudulent actions or omissions.

8. If TraffiKongs requests that a campaign be paused or stopped for any reason, the publisher must comply and pause or stop the traffic within 24 hours (excluding weekend and holidays) of receiving notice from the network.
9. If a publisher wishes to run a campaign after a period of inactivity, it is mandatory to contact TraffiKongs to confirm the link and obtain any updated marketing materials, as campaigns that have not been active for a prolonged period may have their links unassigned and marketing materials may have expired.

## **RIGHTS OF TRAFFIKONGS**

1. TraffiKongs has the right to approve or reject any publisher's application to join the network at its sole discretion.
2. TraffiKongs will be monitoring traffic and campaign performance to ensure that the agreed-upon terms and conditions are being met.
3. In the event that TraffiKongs has suspicions about the origin or quality of traffic related to a particular campaign, or receives feedback from the advertiser suggesting such issues, TraffiKongs has the right to request proof of traffic origin and quality from the publisher. The publisher is obligated to cooperate and provide any requested information in a timely manner. If the publisher fails to provide satisfactory proof, or if the investigation determines that there has been fraudulent or traffic from a non-approved source (or mixed), TraffiKongs reserves the right to withhold payment for that campaign, or re-calculate the commission based on the real value of this traffic.
4. In the event of suspicions regarding traffic origin, TraffiKongs reserves the right to put payment on hold until the investigation is completed and all necessary proofs are received. If the investigation confirms that the traffic and campaign were valid, payment will be issued, but there may be a delay due to the investigation process.
5. TraffiKongs reserves the right to terminate any publisher's account without prior notice, if the publisher violates the terms and conditions of this agreement or engages in fraudulent or unethical practices.
6. TraffiKongs has the right to withhold or recover any commissions paid to a publisher, if the publisher engages in fraudulent or unethical practices or violates the terms of this agreement.
7. TraffiKongs reserves the right to unassign a campaign from a publisher if the campaign has been inactive for 2 months. This is done to avoid additional workload and ensure that other publishers have the opportunity to be assigned to the campaign.

## **RIGHTS OF PUBLISHERS**

1. Access to available campaigns on the platform and the ability to apply to participate in them.
2. Access to available marketing materials such as landing pages, banners, and email creatives, as well as custom materials prepared by TraffiKongs.
3. Use of the tracking links provided by TraffiKongs to track their campaigns and monitor their performance on the platform.
4. Access to statistics and reports on their campaigns' performance, as well as commission earned.
5. Publishers can terminate their participation in a campaign or the platform at any time.
6. Publisher has the right to receive payments for all commissions earned through the TraffiKongs network.

## **COMMISSIONS AND PAYMENTS**

This clause outlines the commission structure and payment terms for the agreement between TraffiKongs and publishers. TraffiKongs offers the following commission structures for its campaigns: CPL (Cost per Lead), CPA (FLAT), CPA (PROGRESSIVE), REVENUE SHARE, and HYBRID.

All commissions are tracked via the tracking link provided to the publisher, which displays clicks, leads, CPAs, and earned commission. Publishers have 24/7 access to their stats through the platform.

Commissions earned in the previous month will be summarized and confirmed at the beginning of each month and will be paid within the same calendar month. Publishers are responsible for providing invoices in a timely manner to avoid any delays in payment.

However, if the earned amount does not exceed €500, the amount will be carried over to the following month until the threshold is met.

Please note that unforeseen circumstances may lead to payment delays, such as traffic inspections, advertiser's suspicions about traffic origin, lack of information or stats, and

discrepancies between systems. In such cases, TraffiKongs will communicate with publishers to resolve the issue promptly.

## **REFERRALS**

TraffiKongs offers a referral program to publishers, allowing them to recommend the program to others and earn a commission on their referrals' earnings. Publishers who refer others to TraffiKongs will earn a commission of 5% of their referrals' earnings. This commission will be calculated in the publisher's account and can be accessed 24/7. The referral commission will be summarized and confirmed at the beginning of each month for the amounts earned the previous month and will be paid within the same calendar month, as per the "Commissions and Payments" clause.

## **LIABILITY**

The Company makes no warranties or representations hereunder, and the Company expressly disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose of any of the Company's services. Without limiting the foregoing, the Company further disclaims all representations and warranties, express or implied, that the Company's services do not infringe or otherwise violate any intellectual property or other proprietary right of any third party in any jurisdiction.

In no event shall the Company be liable to the Affiliate for any indirect, special, incidental, consequential, or punitive damages, or any loss of business, profits, revenue, contracts, or anticipated savings, or loss or damage arising from loss, damage, or corruption of any data, whether in an action in contract, tort (including negligence), or otherwise, arising out of or in any way connected with this agreement or the use of or inability to use the Company's services, even if the Company has been advised of the possibility of such damages.

The Affiliate understands and agrees that the Company's services may not satisfy all of the client requirements and may not be uninterrupted or error-free. The Affiliate understands and agrees that the Company's services are based on internet and communication networks and rely partly on third-party services, which are not under the



control of the Company. The Company's services may not be free of malfunctions, and the Company shall not be liable in any way in such events.

## **INDEMNIFICATION**

The Affiliate shall indemnify, defend and hold the Company harmless from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this agreement by the Affiliate.

This agreement reflects the allocation of risks between the Company and the Affiliate. The Affiliate agrees and acknowledges that the Company's services reflect this allocation of risk and the limitations of liability.

Notwithstanding anything to the contrary in this agreement, the aggregate liability of the Company in connection with this agreement shall in no case exceed the amount of commissions paid by the Company to the Affiliate during the three (3) month period immediately preceding the event giving rise to the claim for damages.

## **INTELLECTUAL PROPERTY**

The Publisher acknowledges and agrees that the Advertiser retains all right, title, and interest, including all intellectual property rights, in and to any marketing tools, products, or services provided by the Advertiser. The Publisher shall not have any intellectual property right in or to any Advertiser materials provided under this Agreement, except for the limited right to use such materials during the term of the Agreement solely for the purposes of promoting the Advertiser's products or services as contemplated under this Agreement.

TraffiKongs may create custom materials for the Publisher's use in promoting the Advertiser's products or services. The Publisher acknowledges and agrees that TraffiKongs retains all right, title, and interest, including all intellectual property rights, in and to any custom materials provided to the Publisher. The Publisher shall not have any intellectual property right in or to any custom materials provided under this Agreement, except for the limited right to use such materials during the term of the Agreement solely for the purposes of promoting the Advertiser's products or services as contemplated under this Agreement.

The Publisher is allowed to customize the marketing materials provided by the Advertiser and TraffiKongs for the purposes of advertising, but is prohibited from distributing or otherwise making available the original or modified marketing materials to any third party. The Publisher is responsible for ensuring that all customized materials are accurate, not misleading, and compliant with all applicable laws and regulations.

Nothing in this Agreement shall be construed to grant any right or license to use any intellectual property owned or controlled by TraffiKongs or the Advertiser except as expressly provided for under this Agreement. All rights not expressly granted to the Publisher are reserved to TraffiKongs and the Advertiser.

## **APPLICABLE LAW AND JURISDICTION**

In the event of any dispute arising out of or in connection with this Agreement, both parties agree to first attempt to negotiate a resolution in good faith. If the parties are unable to reach an agreement within a reasonable timeframe, either party may submit the dispute to arbitration proceedings. The arbitration will be conducted by a sole arbitrator in accordance with the ICC ADR Rules and will take place in a neutral location agreed upon by both parties. The arbitration proceedings will be conducted in English.

If a settlement is not reached within 45 days following the filing of a Request for ADR, or within any other period agreed to in writing by the parties, neither party shall have any further obligations under this clause. It is agreed that this clause sets the exclusive jurisdiction to the arbitration process, and neither party shall submit any dispute to the courts of its domicile until the arbitration process has been fully exhausted. This clause does not affect the right of either party to seek interim relief from any court of competent jurisdiction.

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