



# General Business Terms and Conditions for Publishers

Admitad GmbH (hereinafter «Admitad») operates and manages a network on the internet allowing providers to advertise their goods and services, particularly by means of affiliate marketing («Admitad Network»). The participants in the Admitad Network are Advertisers, Publishers and Admitad itself.

The Advertisers market and advertise their goods and services using advertising media such as banners, product data, text-links, e-mails and videos (“Ad Media”).

The Publishers incorporate or embed the Ad Media into their homepage, website or e-mail («Advertising Space»). For any advertising leading to a successful transaction, Admitad shall pay to the Publisher remuneration in a previously specified amount (“Commissions”).

## 1 Conclusion of the Agreement

1.1 To participate in the Admitad network, Publishers must register on the Admitad website [www.admitad.com](http://www.admitad.com). After the registration, the Publishers may apply for the Advertisers’ partner programs for admission to display their Ad Media on the Publishers’ Advertising Space.

1.2 Legal entities or private individuals over 18 years of age may register as Publishers. Admitad reserves the right to verify the Publishers’ personal data. Registration with the Admitad Network is not transferable.

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

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

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

## 2 Subject of the Agreement

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

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

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

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

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

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

2.6 Admitad endeavors to continuously develop and improve the Admitad Network. In the course of such development, Admitad may enhance, expand or slightly modify individual applications. This includes to discontinue functionalities or other features of the services.

## 3 Participation in Partner Programs

3.1 All advertising spaces complying with this public contract and authorized by Admitad moderators are allowed to participate in the partner network. Social network and search engine traffic is also allowed. All advertising spaces suggested for partnership by the publisher shall be pre-moderated by Admitad staff.

3.2 Advertising spaces shall be excluded at once if they force the visitors to complete transactions such as forced clicks, forced sending of paid text messages, and other similar methods. Advertising spaces in the development stage and that buy traffic in active advertising systems, buxes, and other similar systems are also prohibited.

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

3.4 The Advertisers may accept or reject the Publishers' applications at their own discretion. Publishers are not entitled to being admitted as participants; nor can they derive any claims from non-admission.

3.5 During the term of this contract, the Publisher must not circumvent Admitad by concluding contracts or entering contractual negotiations with the Advertisers of the Admitad Network that cover the subject matter of this contract or services alike.

3.6 Admitad reserves the right to request data on the source of traffic and demand access to the statistics of an advertising space. In this case, the publisher shall submit the requested data within fourteen (14) days, otherwise Admitad reserves the right to cease advertisement broadcasting on the partner site and/or take additional measures to protect the interests of the Advertiser advertising in the Publisher's space.

## 4 Duties of the Publisher

### 4.1 By registering with Admitad:

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

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

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

### 4.2 Displaying Advertisements on Advertising Spaces

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

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

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

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

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

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

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

4.5 The Publisher may have only one account. One account is created per private individual or legal entity. If a private individual is on the staff of a legal entity or works for a legal entity that has an account in the Admitad partner network, that individual is herewith prohibited to create a personal account to perform his/her duties for the legal entity.

## 5 Misuse.

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

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

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

5.1.2 Using advertising methods that make it possible to register a paid activity but force the visitor to perform such actions by means of deception, blackmail, and any other actions infringing the freedom of choice of the visitors.

5.1.3 Using data of an advertiser or a third party protected by a registered trademark, copyright, and other legally registered proprietor rights in any type of advertising without the written permission of these rights holders. Admitad reserves the right to demand such written permission to be presented within five (5) calendar days.

5.1.4 Using advertising materials, including the brand, of one advertiser to promote the site of another advertiser.

5.1.5 Using any technologies or types of cookie stuffing (cookie dropping). Use of scripts adding cookies to the sites that have not been visited or viewed by the User is prohibited. It is prohibited to delete, rearrange, and replace the User's cookies with any other cookies, which do not belong to the sites viewed by the User, including cookie replacement with the help of popups, iframes, and inserting a third party page address as a picture on the existing site.

5.1.6 It is prohibited to register and/or use domains similar to advertisers' domains for promotion.

5.2 Any form of misuse will lead to the blocking of the Publishers' accounts immediately. All earnings gained via such violations shall be transferred to the advertiser. In this case Publishers may raise an objection within a month in order to provide a statement and evidence that the chosen form of advertising has been in accordance with these Terms and Conditions. It is prohibited to create a second account after the first one is blocked.

5.3 The above-mentioned violations entail a €500 fine to be paid by the Publisher. In case violations of these Rules by the Publisher cause any third party to initiate administrative or any other legal prosecution against Admitad, the guilty party (i. e. the Publisher) shall fully cover all claim costs (legal expenses) and any other related expenses.

## 6 Remuneration

Publishers will receive performance-related remuneration ("Commissions").

6.1 The amount of the Commissions in each individual case, and the type of business transactions entitling to the payment of Commissions, shall depend on the respective Advertiser's partner program. The Advertiser may modify the conditions of the partner program or terminate the entire program with effect for the future. Publishers shall not demand a program being operated at all or at certain conditions. The conditions of the partner program can be

viewed in the Admitad Interface. Applying to participate in the program, you acknowledge that you agree with the applicable rates.

6.2 Except for the established remuneration due, the Publisher is not entitled to compensation of any costs related to the use of third party services or software that is not provided by the Admitad partner network even if these costs are related to its advertising activity within the Admitad partner network.

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

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

6.3.2 The business transaction has been tracked by Admitad;

6.3.3 The transaction has been approved by the Advertiser and has been confirmed by Admitad and;

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

6.4 Admitad maintains an internal settlement account for any publisher where it records all remuneration operations. The minimum amount of remuneration provided is 300 Russian rubles (RUB 300), \$10, €10, 100 Ukrainian hryvnias (UAH 100), or 250,000 Belarusian rubles (BYR 250,000). When this minimum amount has accumulated on the account, the Publisher may apply to receive the payment on its Dashboard, and Admitad will transfer the amount to the account predefined by the Publisher. If the Publisher does not apply for payment, the remuneration accumulates on its account and may be withdrawn on any other payment date.

6.5 Admitad only provides remuneration based on requests that were duly submitted by the established payment deadline.

6.6 Regardless of the payment date, no interest is awarded on the amount of remuneration on the Publisher's account in the Admitad partner network.

6.7 Intrasystem currency exchange is not supported. Each currency has its own balance and own minimum withdrawal amount.

## 7 Term of Agreement and Termination

7.1 The agreement on participation in the Admitad Network is concluded for an indefinite term. The parties may terminate the agreement at any time; the Publisher may terminate the agreement by using the «delete account» link in the Admitad Interface.

7.2 If the Publisher has any unpaid amounts on its account in the Dashboard, it will be transferred to its predefined account on the next payment date.

7.3 All the transactions completed by the time of termination of agreement will be processed on a routine basis. Any remuneration due will be provided in accordance with clause 7.2.

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

7.5 Should termination of the agreement be caused by violation of the Rules by the Publisher, the latter shall pay the fine specified in clause 5.3 of these Rules.

## 8 Data Protection

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

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

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

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

8.2.3 Critical system messages are sent regardless of webmaster settings. This is due to the high importance of these messages. Admitad determines the criticality of these messages at its own discretion.

8.3 The personal data will be used and processed for purposes other than those referred to under Clause 8.2 only if the Publishers have expressly agreed to this being done, or if a statutory provision allows Admitad such use.

## 9 Rights of Use

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

9.2 The Admitad Network and its applications are protected under copyright law and other statutory provisions.

9.3 Admitad hereby grants to the Publishers the revocable, non-exclusive, non-transferable right to use the Admitad Network applications as well as the data contained therein, provided that this use complies with the stipulations of the law and takes place exclusively within the context of participating in the Admitad Network. In case of a termination of this Agreement – regardless the reason - the right of use set forth above will be revoked.

9.4 Publishers will not be granted any further rights of use. In particular, Publishers are not entitled to transmit the applications or the data contained therein to third parties, nor are they entitled to allow third parties to access such applications or data, nor may they modify or otherwise process such applications or data, incorporate them into another work, or use them in order to create data bases and/or information services of their own.

9.5 In case of violation of these Rules, Admitad reserves the right to use other legal measures besides termination of the agreement. In case violations of these Rules by the Publisher cause any third party to initiate administrative or any other legal prosecution against Admitad, the guilty party (i.e. the Publisher) shall fully cover all claim costs and any other related expenses.

## 10 Liability and Limitation of Liability

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

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

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

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

10.3 The material liability under clause 10.2 is limited to compensating the real damage to be established by the parties or by a court decision.

10.4 The above limitations of liability do not apply to cases of mandatory statutory liability, in particular liability under product liability law, liability for a guarantee that has been assumed, and liability for intentional or negligent injury to life, limb or health.

10.5 The goods and services offered are not provided at the request of a physical person or an enterprise employing WebMoney Transfer. We are an independent entity that renders services and establishes prices and quotes at its own discretion. The entities employing WebMoney Transfer do not receive any commission or other benefits for rendering the services and are not responsible for our activity. The certification procedure completed by WebMoney Transfer aims to assert our contact details and verify our identity. The procedure is completed at our request and does not mean that we are related to WebMoney sales in any way.

## 11 Modification of the General Business Terms and Conditions for Publishers

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

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



## 12 Final Provisions

12.1 The utilization of the Admitad network and its applications requires the use of special technical systems such as end user devices, software programs, transmission networks, telecommunications and other services provided by third parties, all of which may entail further costs. Admitad does not provide such end user devices, software programs, communication channels, telecommunications services or other services and therefore will not assume any liability for such services provided by third parties.

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

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

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

12.5 The place of jurisdiction is Stuttgart, if the Publisher is a merchant within the meaning of the German Commercial Code (HGB), if the Publisher does not permanently reside in Germany, if the Publisher has relocated its permanent residence abroad after the present General Business Terms and Conditions have entered into force, or if the Publisher's domicile or usual place of residence are not known at the time at which a suit is filed with the courts.

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