

## **Advttise Publisher Terms and Conditions**

ALL HOSTS MUST COMPLY COMPLETELY WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. Advttise RESERVES THE RIGHT TO WITHHOLD PAYMENT FROM ANY HOST THAT VIOLATES ANY OF OUR TERMS AND CONDITIONS.

This Agreement shall govern participation in the Advttise program. By participating in the Program, you will be deemed to have agreed to these Terms and Conditions. The term 'Affiliate' shall refer to any individual or entity who accepts the terms and conditions of this Agreement by submitting the Program registration. The Program is offered to you by Advttise.com Inc.

### **PAYMENT POLICY:**

Standard Advttise payment rate is up to 70% of the bid price paid by the advertisers. Actual payout rates may vary with Web site performance and market conditions. Affiliate will be paid via PayPal or check in US dollars (\$US), fifteen working days (15) after the end-of-15-days-period. Affiliates will be paid at the account level. No payments will be issued for any amounts less than \$100US. Any publisher payment that is unclaimed 1 year after the issue date will not be compensated.

All unpaid earnings will roll over to the next pay period. All payments are based on actual as defined, accounted and audited by Advttise. Advttise reserves the absolute right not to issue payment to any accounts or affiliates that violate any of the terms and conditions set forth herein.

### **Participation:**

Advttise shall have absolute discretion as to whether or not it accepts a particular applicant or site for participation in the Advttise Network. The following are some examples (including but not limited to) of the type of sites that are not allowed to participate in our network:

- Sites displaying child pornography or sites that contain links to such content.
- Libelous or defamatory sites.
- Sites containing or linking to software piracy.
- Software trading (warez) sites.

- Sites containing or linking to any forms of illegal activity (i.e., how to build a bomb, hacking, 'phreaking', etc.).
- Sites with gratuitous displays of violence, obscene or vulgar language, and abusive content or content which endorses or threatens physical harm.
- Sites promoting any types of hate-mongering (i.e., racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.).
- Sites that participate in or transmit inappropriate newsgroup postings or unsolicited e-mail (spam).
- Sites promoting any types of illegal substance or paraphernalia or activity sites with illegal, false or deceptive investment advice and money-making opportunities.
- Sites that are under construction or incomplete.
- Sites with any types of content reasonable public consensus seem to be improper or inappropriate.
- It is the affiliate's sole responsibility to maintain acceptable content, as outlined in the eligibility requirements, after their acceptance to the Advtise Network. Any violation of these rules will result in immediate removal from the Network. Your account will be cancelled and your payment will be null and void.
- Company/Individual may not artificially inflate traffic counts using (including but not limited to) any device, program or robot.
- Each affiliate may only hold one account with Advtise. Publishers can have more than one URL in their account, each of which should be submitted for review prior to placing the code on each individual site.

### **Code Placement:**

Advtise ad codes must not be modified from original format without consent from Advtise. Affiliate agrees to use the ad code provided for displaying Creative not more than ONCE per page view. Ad codes may only appear on (root) URLs that Advtise has reviewed and accepted for participation. Ad codes cannot be placed in email messages.

### **Data Reporting (Stats):**

Advtise is the sole owner of all Web site, campaign, and aggregate web user data collected by Advtise. Affiliate only has access to campaign data that is collected through the use of their inventory.

**Fraud and Deception:**

Affiliates agree to not artificially inflate traffic counts using any programs (including scripts), device, or other means. Advtise will be auditing every Affiliate's traffic on a daily basis.

Affiliates that produce commit fraudulent activities, including but not limited to false impressions, will have their account permanently removed from our Network and will not be compensated for fraudulent traffic.

Additionally, Advtise reserves the right to register fraudulent affiliates in a global ad network fraud database, for usage by other ad networks. Excessive page reloading or any other abuse of our system could result in legal action.

**Contact Information:**

To insure timely payment, affiliates are responsible for maintaining the correct contact and payment information such as your name, address, etc associated with their accounts. This must be done online using the Affiliate's account.

Any and all bank/service fees associated with returned or cancelled payments due to any error in the Affiliate contact or payment information are Affiliate's responsibility, and will be deducted from re-payment.

**Removal from Network:**

In order to protect our clients from any forms of fraudulent actions, we may, at our discretion, terminate any accounts that we believe violates one of our rules or that has very low conversion ratios. We reserve the right to request server logs from affiliates for investigation. In the case of non-agreement between Advtise and affiliates, the decision of Advtise stands as the final decision. Any accounts that have been cancelled due to fraudulent activities or due to the low conversion ratios will not receive payment. In cases where fraud has occurred and payment has already been made, we may, in addition to closing the account, take legal action against the Affiliate. Affiliates in violation of Advtise's Terms and Conditions will be immediately deactivated. Advtise may deactivate affiliates with no prior notification, though every effort will be made to notify the deactivated Affiliate via the e-mail address provided by the Affiliate.

Upon termination of an Affiliate from the Advtise program, for any reasons and by either party, the Affiliate shall immediately remove all HTML insertion codes from all pages where the Affiliate had inserted such codes.

## **GENERAL:**

### **Representations and Warranties:**

The program represents and warrants that it has full power and authority to enter into this Agreement. The program is not responsible for any content provided by third parties (including Advertisers). The program and its licensors make no other warranty of any kinds, whether expressed, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular usage, and non-infringement. Affiliate is solely responsible for any legal liabilities arising out of or relating to (i) the content and other material set forth on the Affiliate Websites and/or (ii) any content or material to which users can link through the Affiliate Websites (other than through an advertisement supplied by Advtise). Affiliate hereby agrees to indemnify, defend and hold harmless Advtise and its officers, directors, agents, affiliates and employees from and against all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims.

### **Damages:**

In no event shall either party be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of data, loss of use, or loss of profits arising there under or from the provision of services.

### **Limitation of Liability:**

Neither Advtise nor its Customers will be subject to any liability whatsoever for Any failures to provide reference or access to all or any part of the Website due to systems failures or other technological failures of Advtise or of the Internet;

Delays in delivery and/or non-delivery of advertisement, including, without limitation, difficulties with a Customer or advertisement, difficulties with a third-party server, or electronic malfunction; and Errors in content or omissions in any advertisement.

### **Public Release:**

Affiliate shall not release any information regarding Campaigns, Creative, or affiliates relationship with Advtise or its customers, including, without limitation, in press releases or promotional or merchandising materials, without the prior written consent of Advtise. Advtise shall have the right to reference and refer to its work for, and relationship with, affiliate for marketing and promotional purposes. No press releases or general public announcements shall be made without the mutual agreement of Advtise and affiliate.

**Audit:**

Advtise shall have the sole responsibility for calculation of affiliate earnings, including Impressions and geographic statistics.

Privacy and Opt-out: Affiliate shall support Advtise's commitment to protect the privacy of the online community; such commitment is set forth in Advtise's Privacy Statement, which is hereby incorporated into this Agreement.

**Modifications:**

The Program reserves the right to change any of these terms and conditions at any time without notice. You are responsible for complying with any changes to the terms and conditions within 10 days of the date of change.

**Minimum Age Requirements:**

No person under the age of 18 is allowed to participate in our program unless written permission from a parent or legal guardian, notarized, signed and dated, is faxed to 381-11-2452-371

**Minimum Country Traffic Requirements:**

Affiliate must have at least 50% + US, CA, GB traffic or will result in account suspension.

**Black List Sites:**

Any pay to click, read and related sites.

**Case of dispute:**

Affiliates agree to settle any/all dispute(s) under this agreement via binding arbitration in Manchester England.