

BY CHECKING THE BOX AND CLICKING THE "I ACCEPT" BUTTON, AS APPLICABLE, OR BY CONTINUING TO PARTICIPATE IN THE SERVICE AFTER WE HAVE POSTED A REVISED VERSION OF THIS AGREEMENT ON OUR WEBSITE, THE USER ACKNOWLEDGES THAT THEY ARE AWARE OF AND AGREE TO COMPLY WITH THIS AGREEMENT AND AGREE TO BE BOUND BY THIS PUBLISHER AGREEMENT; CONFIRMS AND AGREES THAT THEY HAVE PROPERLY ASSESSED THE SUITABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES, OR STATEMENTS OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT; HEREBY REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED AND LEGALLY ENTITLED TO ENTER INTO THIS AGREEMENT AND THAT THEY COMPLY WITH AND WILL CONTINUE TO COMPLY WITH THIS AGREEMENT; AND CONSENT TO RECEIVE FROM US DIRECTLY TO THEIR EMAIL ADDRESS NEWSLETTERS, INSIGHTS REGARDING TRAFFIC MONETIZATION, LATEST PROMOTIONS, CASE STUDIES, AND TUTORIALS.

Public Policy Partnership for Publishers

(General Terms and Conditions for Publishers – Affbay Network Rules)

Affbay is a general-purpose advertising network that cooperates with various types of advertisers and publishers worldwide, offering services for product monetization and promotion, as well as the ability to launch advertising campaigns in an automated manner.

Management of advertising campaigns is carried out through the user's personal account, and Affbay only provides a tool for managing such campaigns.

Therefore, Affbay is not an advertising agency, but an online service that connects advertisers and websites with available advertising space (publishers).

This website and the services provided on it are operated by IZABELLA FROLUSHKIN FZE (a company registered in Fujairah under registration number 6505/2015, with its registered office at Creative City Media Free Zone, Fujairah – Creative Tower, P.O. Box 4422, Fujairah, United Arab Emirates).

This Agreement is entered into between the Company (hereinafter referred to as the “Company/We/Us/Our”, “Affbay”) and the Publisher (hereinafter referred to as the “Publisher/You/Your”).

The Company provides and operates the affiliate network/Affbay Network available at <https://affbay.com>.

The participants of the affiliate network are Advertisers, Publishers, and the Company.

Publishers are natural or legal persons who make advertising space available in their Advertising Spaces.

To participate in the affiliate network, the Publisher unconditionally agrees to comply with these Terms.

Please read these Terms carefully before using the Service.

By accessing or using the Service, you agree that you have read, understood, and accepted to be bound by these Terms and to the collection and use of your information in accordance with our Privacy Policy, whether or not you are a registered user of our Service.

These Terms apply to all customers, visitors, and users.

1. General Provisions

1.1. To participate in the Affiliate Network, the Publisher must complete the registration form available on the registration page at <https://affbay.com>.

1.2. Only individuals who are at least 18 years old may register. By registering, you confirm that you are 18 years of age or older.

1.3. If these conditions are met, the Publisher will receive a confirmation email at the address provided during registration. Additionally, the participant must complete the registration process in order to work within the Affiliate Network.

1.4. The Company reserves the right to deny the Publisher participation in the Affiliate Network without providing reasons.

1.5. Upon completion of the registration process and account activation, the Publisher may use the services of the Affiliate Network.

1.6. The Publisher may update the information provided during registration through their personal account. If the Publisher wishes to change their login, they may submit a

request to the Company along with a justification, and the Company may allow the change at its discretion.

1.7. These Terms take precedence over any terms set by the Publishers.

2. Participation in Affiliate Programs

2.1. All advertising spaces that comply with applicable laws and regulations, this Public Agreement, and the Privacy Policy, and are approved by the Company's moderators, may participate in the Affiliate Network.

2.2. Publishers participate in affiliate programs by incorporating Advertisers' Advertising Media into their Advertising Spaces. When a user visits the Advertiser's website via an Ad Creative placed within the Publisher's Advertising Space and completes a transaction resulting in payment, the advertisement is considered successful, and the Publisher receives a previously agreed-upon reward. An "Action" refers to an event that entitles the Publisher to receive compensation. Such actions may include purchasing goods, ordering and/or purchasing services, registrations, newsletter subscriptions, etc. The specifics of the offer rewarded by the Advertiser will be detailed in the description of each program. A combination of multiple offer types is also possible.

2.3. By applying to participate in an affiliate program, Publishers accept any additional participation terms displayed in connection with each program. These terms become an integral part of this Agreement.

2.4. Advertising spaces will be immediately deactivated if they force users to complete actions, such as forced clicks, forced sending of paid text messages, or other similar methods. Advertising spaces that are still in development or that purchase traffic through active ad systems, bux sites, or similar systems are also prohibited. The Company reserves the right to request data on the traffic source and access to advertising space statistics. In such cases, the Publisher is required to provide the requested data within fourteen (14) days.

2.5. The decision to accept a Publisher into a partnership is made solely by the Advertiser. The Publisher has no legal grounds to claim such acceptance if a contrary decision is made. When applying to become a Publisher, no aliases or other methods may be used to conceal the true identity or contact details.

2.6. By applying for an account or registering as a Publisher, you confirm that you fully understand and unconditionally accept this Agreement and all other Affbay terms, including but not limited to the Privacy Policy published on our website in relation to the

services, and confirm that you are a duly authorized signatory with full legal capacity and all necessary rights to bind the individual, company, or other entity. You also hereby provide a legally binding electronic signature and enter into a legally binding agreement.

2.7. We may accept or reject your account registration at any time, at our sole discretion, and for any reason. The Company reserves the right to add, edit, delete, or recover any account data (including applications), with or without the user's consent, if it deems it appropriate at its sole discretion.

2.8. The Company has the right to request from the Publisher any documents and data necessary to prepare a cooperation agreement and to carry out bank payments. By accepting these Terms, the Publisher agrees to knowingly and explicitly provide such data to the Company. Refusal to provide the required data will be treated as a refusal to participate in the Affbay Network.

2.9. The Company reserves the right to suspend ad serving on the Publisher's site and/or take additional measures to protect the interests of the Advertiser advertising in the Publisher's space.

3. Publisher Obligations

3.1. The Publisher acknowledges and agrees that strict compliance with the obligations outlined in this Agreement and the Company's guidelines is a necessary condition for the payment of commissions under this Agreement.

3.2. The Publisher agrees to securely store their login credentials (username and password) for access to the Affbay Network and not to share them with third parties. The Publisher is solely responsible for the security of their login information.

3.3. When using advertising materials in their advertising space, the Publisher agrees not to infringe the rights of third parties, including trademarks, brand rights, personal rights, image rights, or any other rights, without the appropriate legal permission. The Publisher must not use any content that violates applicable laws or leads to websites that do. When distributing promotional materials containing advertiser ads, the Publisher must not use spam. To send promotional materials via email, the Publisher must obtain consent from each recipient and provide proof to the Company upon request.

3.4. The Publisher agrees not to undertake any actions that affect the operation of the Affbay Network. This includes attempts to technically interfere with the performance of Affiliate Network servers, attempts to bypass security mechanisms, or the use of viruses, trojans, or other malicious software for any purpose. It also includes brute-force attacks, DoS (DDoS) attacks, spam, the use of links, or any other processes that may damage the functioning of the Affiliate Network.

3.5. Generally, a Publisher may only have one account. Upon a justified request from the Publisher, the Company may allow the creation of multiple accounts. If a person performs duties as part of a team or for a legal entity that already has an account in the Affbay Network, they are prohibited from creating a personal account to carry out those duties.

3.6. The Publisher agrees to carefully review and follow the terms of this Agreement and the conditions of each individual program for the entire period during which ads are displayed. The Publisher acknowledges that failure to meet this obligation may result in suspension from the relevant program. If the Company or an Advertiser suffers losses due to a violation of the Agreement or program terms by the Publisher, the corresponding amount will be deducted from the Publisher's account. If the Publisher's account lacks sufficient funds, the Publisher agrees to reimburse such losses within 10 days of a request from the Company.

3.7. The Publisher agrees that the content of their website must be appropriate and legal, and must not:

- infringe on intellectual property rights, privacy rights, or any other rights of third parties;
- contain malicious software, viruses, or any code, files, or programs designed to interfere with, destroy, or limit the functionality of any computer or telecommunications equipment or software;
- contain content that promotes violence, racial, national, political, or religious intolerance, or advocates against any person, group, or organization, calls for the overthrow of the political system of a sovereign state, or supports terrorist organizations;

- promote drugs or related accessories, weapons, or other banned and illegal goods or services.

3.8. The Publisher hereby agrees to refrain from any attacks on the Affbay Network. Attacks are defined, without limitation, as attempts to bypass or disable Affbay Network security mechanisms, use of programs that enable automated data reading, and the use or distribution of viruses, worms, trojans, brute-force attacks, spam, or any other links, programs, or procedures capable of damaging the Affbay Network or its participants.

3.9. The Publisher acknowledges and agrees that they are solely responsible for all advertising materials used during their advertising campaigns, which must be approved by the Advertiser before publication. All Publishers wishing to send advertisements via email must have the consumer's consent and maintain records confirming such consent.

4. Commission

4.1. The Publisher shall receive compensation from the Company, directly dependent on the success of their advertising campaigns.

4.2. The amount of Commission in each individual case and the types of business transactions eligible for Commission payment depend on the Advertiser's affiliate program. The Advertiser may change the terms of the affiliate program or terminate the entire program with future effect. The Publisher shall not demand that the program be carried out in full or under any specific terms. By applying to participate in the program, you confirm acceptance of the applicable rates.

4.3. The Company has the right, at its sole discretion, to modify the affiliate commission plan or the qualifying Services.

4.4. Beyond the agreed remuneration, the Publisher is not entitled to claim reimbursement for any costs related to the use of third-party services or software not provided by the Affbay Affiliate Network, even if such costs relate to the Publisher's advertising activities within the Affbay Network.

4.5. The right to Commission arises only when the following conditions are met:

- A commercial transaction between the Customer and the Advertiser was completed via the Publisher's advertising space;

- The transaction was tracked by the Company;
- The transaction was approved by the Advertiser and confirmed by the Company;
- The Company pays the Commission solely based on duly submitted requests by the Advertiser within the established payment schedule.

4.6. The Company maintains an internal settlement account for each Publisher, where it records all compensation-related transactions. The minimum payout amount is \$100, or \$1,000 for bank transfers. Once this minimum is reached, the Publisher may submit a payment request via their Dashboard, and the Company will transfer the amount to the account specified by the Publisher. If the Publisher does not submit a request, the compensation will accumulate in their account and may be paid at any later payment date.

4.7. Regardless of the payment schedule, no interest shall accrue on any compensation amount.

4.8. Except for the agreed-upon remuneration, the Publisher is not entitled to reimbursement of any costs incurred in connection with bank transfers or use of third-party services or programs not provided by the Affbay Network, even if such costs are associated with their advertising activity on the Affbay Network.

4.9. The Publisher is notified and agrees that the Company shall pay the Commission only after the Advertiser has transferred the payment for the provided services to the Company's settlement account.

4.10. The Publisher accepts full responsibility for the payment information provided and confirms that such information is true, complete, and accurate. All payments will be made using this information. The Company is not obligated to verify the accuracy of the payment details provided by the Publisher.

4.11. The Publisher shall promptly return any amounts paid to them in error or otherwise not in accordance with their rights under this Agreement.

5. Abuse

5.1. Any form of abuse is strictly prohibited, i.e., conducting business transactions using unfair methods or unacceptable means that violate applicable law, these General Terms and Conditions for Publishers, or the rules of the Affbay Network.

5.2. In particular, Publishers are prohibited from attempting to obtain Commission by conducting business transactions themselves or through third parties using Advertising Media, tracking links, and/or other technical aids provided in the context of the Affbay Network by means of one or more of the following methods:

- Fraudulent impersonation or falsification of business transactions, e.g., by entering third-party data without authorization or providing false or non-existent information during ordering goods or online registration;
- Using advertising methods that enable registering paid activity but force the visitor to perform such actions through deception, coercion, or any other activities violating the visitor's free choice;
- Using the Advertiser's or a third party's data protected by registered trademarks, copyrights, or other legally registered rights of the owner in any form of advertising without the written consent of those rights holders, whereby the Company reserves the right to request such written consent within five (5) calendar days;
- Using advertising materials, including the brand of one advertiser, to promote the website of another advertiser.

5.3. Registering and/or using domains similar to advertiser domains for promotional purposes is prohibited.

6. Limitation of Liability

6.1. The Company shall not be liable for the content of third-party websites, nor for any damages or other failures resulting from defects in participants' software or hardware or their incompatibility with the Affbay system; the Company shall also not be liable for damages arising from the Internet being unavailable or malfunctioning.

6.2. Apart from the foregoing, the Company shall only be liable in the following circumstances, regardless of the legal basis:

- If one of its legal representatives, management staff, or other auxiliary agents acted intentionally or with gross negligence;

- In the event of any culpable breach of a material contractual obligation in the form of delayed performance or impossibility of performance, whereby the term “material contractual obligation” refers to an obligation that is essential to the proper performance of the contract and on which the other party may generally rely.

6.3. The Company shall not be liable for damages or disruptions caused by the content of third-party websites, software errors, or hardware of participants in the Affiliate Network, nor for damages caused by insufficient availability or limited functionality of the Internet.

6.4. If a third party brings any claim, lawsuit, or demand resulting from your use of our services, your breach of the Partner Agreement, infringement of any of its rights, or any other act or omission on your part, you hereby agree to accept responsibility for defending and indemnifying us and our affiliates.

6.5. We shall bear no liability and shall not be held legally responsible for any direct, indirect, punitive, incidental, special, or consequential damages arising from the use of the website or information provided on the website in any way.

6.6. In the event that use or inability to use the website or any of its materials leads to any actions or decisions, we shall bear no liability and shall not be held responsible for any related damages.

6.7. We shall not be liable for transmissions, content, or links to any other website linked from our website.

6.8. If our Affiliate Program is used in an unethical, improper, illegal, or any other inappropriate manner, neither our partners nor we shall bear any liability or be held responsible. All liability for consequences or disciplinary or legal actions lies solely with the Publisher.

6.9. Failures of any internet service provider or mail service causing delays or technical difficulties are not our responsibility, and we shall bear no liability for them.

7. NO WARRANTY

THE SERVICE, INCLUDING ALL CONTENT, IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

YOU USE THE SERVICE AT YOUR OWN RISK.

THE SERVICE IS PROVIDED WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE, OUR AFFILIATES, AND OUR LICENSORS DO NOT WARRANT THAT THE SERVICE CONTENT IS ACCURATE, RELIABLE, OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY SPECIFIC TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SERVICE IS DONE AT YOUR OWN RISK, AND YOU BEAR SOLE RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA, INCLUDING USER CONTENT, RESULTING FROM SUCH DOWNLOADING OR USE OF THE SERVICE.

WE DO NOT MAKE ANY WARRANTIES, ENDORSE, GUARANTEE, OR ACCEPT ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OUR SERVICE OR ANY RELATED HYPERLINK, WEBSITE, OR SERVICE, NOR FOR ANY BANNER OR OTHER ADVERTISEMENT DISPLAYED. WE WILL NOT BE A PARTY TO, NOR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN THE USER AND EXTERNAL PROVIDERS OF PRODUCTS OR SERVICES.

ALL PARTIES HEREBY AGREE THAT AFFBAY HAS NO RIGHTS OR MEANS TO CONTROL CONTENT CREATED BY THE PUBLISHER OR ON WEBSITES WHERE THE PUBLISHER PLACES ADS, AND THEREFORE, WE CANNOT BE HELD LIABLE FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES.

8. CONFIDENTIALITY

8.1. Each party agrees not to disclose any Confidential Information of the other party to any third party and not to use the Confidential Information for any purpose prohibited under this Agreement. Each party shall protect the Confidential Information of the other party with the same degree of care as it protects its own confidential and proprietary information, but in no event with less than a reasonable standard of care.

8.2. The parties agree that if information is disclosed to their professional advisors, auditors, or bankers, such disclosure shall be subject to each party obtaining from each such recipient a confidentiality obligation no less stringent than if the recipient were a party to this Agreement.

8.3. The foregoing obligations shall not apply to the extent that the Confidential Information of the disclosing party:

(a) must be disclosed by the receiving party to comply with any legal requirements or a court or administrative order (provided that each party agrees, to the extent legally permissible, to notify the other party of such order and to cooperate in efforts to limit the disclosure); or (b) is known to or in the possession of the receiving party prior to disclosure of such Confidential Information by the disclosing party, as evidenced by the receiving party's written records; or (c) is known or generally available to the public without any act or omission of the receiving party; or (d) is provided to the receiving party without any legal restrictions by a third party; or (e) is independently developed by the receiving party without use of any Confidential Information.

8.4. The provisions of Article 8 shall remain in effect for a period of 5 years from the date of termination of this Agreement.

9. TERMINATION OF AGREEMENT

9.1. Both parties have the right to withdraw from these Terms at any time. If either party exercises this right of withdrawal, they are obliged to inform the other party electronically.

9.2. The Company may terminate the Service or partially or fully block an account by any means, suspending or completely disabling the existing site without prior notice or liability, for any reason or no reason at all, including, without limitation, if you violate any of the terms or provisions of these Terms. Furthermore, all communication with the account owner may be terminated at the administration's discretion in cases of disrespect, threats, or vulgar language during interactions with Technical Support—whether via the ticket system, email, Skype, or any other communication method.

9.3. The Publisher may terminate the agreement by contacting the manager via email to deactivate the account.

9.4. Upon deactivation of your account, your right to use the Service terminates immediately.

9.5. Account deactivation results in the permanent termination of service provision and, as a general rule, deletion of personal data, unless further retention is required under applicable laws or for securing claims.

9.6. All provisions of these Terms which by their nature should survive termination shall remain in effect after termination, including, but not limited to, provisions concerning ownership, disclaimers of warranties, indemnification, and limitation of liability.

10. FINAL PROVISIONS

10.1. The Company reserves the right to amend the provisions of these Terms and Conditions without justification and at any time. Notification of changes may be sent by email two weeks prior to their entry into force. Publishers bear sole responsibility for regularly reviewing these Terms and Conditions.

10.2. The rights and obligations arising from this Agreement may only be transferred with the prior written consent of the Company. The Company may assign this Agreement to a subsidiary or business successor.

10.3. If any individual provision of these General Terms and Conditions is invalid, in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be deemed replaced by a provision that is legally effective and most closely reflects, in the ordinary meaning, the economic intent and purpose of the invalid provision. The same applies to any unintentional omissions.

10.4. The Publisher shall promptly notify the Company of the initiation or threat of initiation of any action, lawsuit, or proceeding, or the issuance or threat of issuance of any order, writ, injunction, judgment, or decree by any court, agency, or governmental authority concerning the Publisher or its activities under this Agreement or which may affect the Partner's ability to fulfill its obligations under this Agreement.

10.5. This Agreement and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter, or formation, including any claims, causes of action, or disputes that may arise between you and us, shall be governed by and construed in accordance with the laws of the UAE, without regard to conflict of law rules.

10.6. Each Party irrevocably agrees that, subject to the provisions below, the courts of the UAE shall have exclusive jurisdiction over any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with this Agreement, its subject matter, or formation.

10.7. Nothing in this clause shall limit the Company's right to initiate proceedings against the Publisher in any other court of competent jurisdiction, nor shall the commencement of proceedings in one or more jurisdictions preclude the

commencement of proceedings in any other jurisdiction, concurrently or not, to the extent permitted by the law of such other jurisdiction.

10.8. Use of the Affbay Network services requires certain technical means, software packages, telecommunications networks, and third-party services. The Company shall not be liable for any costs incurred, possible damages, or disruptions resulting therefrom.

10.9. Use of this website is subject to our terms set forth in this document, and by using this website, the user agrees to comply with these terms. The user is also responsible for ensuring that all persons who access our website through the user's internet connection are aware of these Terms of Use and other applicable terms and comply with them.

10.10. Through this website, the user may connect to other websites that are not controlled by Affbay. We have no control over the nature, content, and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorsement of the views expressed within them.

10.11. This Agreement executed electronically shall have the same legal effect as a paper document bearing a handwritten signature and seal. Upon a Party's request, this Agreement or any additional documents related to it, accounting documents, and other documents signed electronically shall be replaced by paper documents signed and sealed within 20 business days from the date of receiving the Party's written request. In such a case, the requesting Party shall bear the costs of sending the requested documents.