

# PUBLISHER TERMS OF USE

Assetise.io is a brand name owned and operated by Assetise Markets Ltd with company number C55766 and having its registered address at Juris Building, PO Box 480, Main Street, Charlestown, Island of Nevis, Nevis and St. Kitts (**Advertiser**). The Advertiser owns the <https://affiliate.assetise.io/> website (**Website**).

These Terms of Use, along with any Insertion Order (if applicable), define the rules, terms and conditions for cooperation and legal relationship between the Advertiser, on the one part, and you, being an individual or a legal entity, who has successfully registered for a Publisher Account (defined below), on the other part (**You or Publisher**).

The Rules (as defined below), the Privacy Policy and Cookies Policy, form an integral part of the Terms of Use. When the Publisher registers for an Offer (as defined below) and accepts the Rules, that specific set of Rules automatically becomes part of these Terms of Use.

When registering for a Publisher Account, you confirm that you have read, understood and accepted all the information provided by US to you including the Terms of Use, the Rules, the Privacy Policy, the Cookies Policy and any additional documentation and information made available to you via your account and the Website, which include important information and form an internal part of these Terms of Use (collectively the **Agreement**).

Each time you navigate, log into your Publisher Account, use any services or perform any activity through your Publisher Account, you reaffirm and confirm that you accept the Agreement and any changes made to them from time to time. We advise that you check the Agreement on a regular basis for any changes.

The Parties agree that the place of conclusion of this Agreement is the place of registration of the Advertiser, namely Nevis and St. Kitts.

## 1. IMPORTANT DEFINITIONS:

**Ad Materials:** such as graphic and video banners, logos, trademarks, brand names, links, landing pages, videos, registration frames and other types of advertising and promotional material or objects which at all times must be structured in accordance with the Rules.

**Offer:** are the set of Rules in accordance with which the services, products, goods, brand and/or services of an Advertiser can be advertised and promoted by a Publisher.

**Rules:** the set of rules, Commission calculation, restrictions, marketing and promotional guidelines applicable for any promotional or advertising activities for the benefit of each Advertiser under any Advertising Program. Different sets of rules, restrictions and marketing and promotional guidelines (**Marketing Guidelines**) are applicable for each Advertiser and shall be made available via the Account.

**Traffic Sources:** the Publisher's website or webpage or any other online or offline sources to which it will place Ad Materials for advertising and promotional purposes under this agreement.

## 2. GENERAL PROVISIONS FOR PARTICIPATION

- 2.1. To become a publisher, you can be a legal entity or a natural person of legal age in the country you reside, must register for a Publisher Account and accept these Terms of Use, via the Website. The Publisher shall receive an email upon registration.
- 2.2. The Advertiser reserves the right at its sole discretion to **(a)** reject any registration or activation of a Publisher Account and/or **(b)** block a Publisher from participating in any Offer, with or without cause.
- 2.3. Following registration the Publisher may be asked to complete a KYC procedure for verification purposes (**KYC Verification**). If the Publisher fails such verification, the Advertiser can proceed as per the provisions of the previous subsection.
- 2.4. The Advertiser does not accept Publishers that:
  - (a)** Are natural persons and are not of legal age under the laws of the country they reside,
  - (b)** Are not properly licensed under any governmental or regulatory authority in the country they reside or are registered in, when such a license is required to be obtained in such country for operating activities under these Terms of Use.
- 2.5. Publisher may not be admitted to and/or accepted into an Offer if it is a Restricted Person. A Restricted Person has a different meaning for each Advertiser and shall be defined in the Rules of each Offer YOU will register for.
- 2.6. A Publisher shall not perform any promotional and advertising services and/or direct any marketing activity to the Restricted Countries. A Restricted Country is defined in the Rules of each Offer YOU will register for.
- 2.7. Subject to the Advertiser's discretion, following completion of the registration and verification process (if applicable), the Publisher shall be able to apply to participate in any Offer. The Advertiser retains the right and has the absolute discretion to reject such participation with or without cause (see more in section 4).
- 2.8. These Terms of Use shall at all times prevail any Rules available via the Publisher Account.

## 3. SCOPE OF THE TERMS OF USE

- 3.1. The Advertiser operates this Publisher Program on the Website. Through the program, the Publisher can operate advertising and promotional campaigns via its Traffic Sources for the Advertiser under different Offers and, subject to the provisions of the Terms of Use, receive a Commission payout.
- 3.2. The Publisher must submit each Traffic Source via its Publisher Account for verification purposes. The Publisher cannot and shall not use any Traffic Sources unless they are pre-approved for use in writing or via the Publisher Account.
- 3.3. The Publisher shall always use and place any Ad Material in Traffic Sources in accordance with the present Terms of Use and the Rules applicable under any Offer (collectively the **Terms**).
- 3.4. If We deem upon our sole discretion that the Publisher's Traffic Sources or any of its advertising activities are contrary to the Terms, we shall have the right to de-activate the Publisher's Account, suspend any campaign,

and/or terminate this agreement. If any Commission accrued to the date of Suspension, is deemed reasonable by us that it was generated in breach of the Rules, shall not be payable to the Publisher.

- 3.5. The Publisher shall be eligible to receive a commission payment for the services performed by it in accordance with the applicable Rules of the specific Offer it shall perform services for (**Commission**). Any Commission shall be subject and calculated in accordance with the Rules of each Offer which also defines which actions will be considered as ones that are eligible to generate Commission payouts for the Publisher (**Successful Actions**).
- 3.6. The Advertiser shall track and log all Successful Actions and Fraudulent Activity, via Tracking Links and its online tracking system and monitoring software which may be operated by the Advertiser and/or by a third-party tracking system engaged by the Advertiser (**Tracking System**). On the basis of the results of the Tracking System the Commission shall be calculated and the Advertiser shall make such information available to the Publisher via the Account. At all times whether a Successful Action was made is subject to the Rules of each Offer.

The Publisher hereby acknowledges, agrees and confirms that it accepts and/or shall accept at all times any results produced by the Tracking System from time to time, as final, and the Publisher hereby irrevocably waives its right of challenging in any way such results at any time and for any service to be provided under the Offer and respective Rules.

- 3.7. The Advertiser shall have no responsibility, obligation nor liability for: **(a)** the Publisher's activity or inactivity, **(b)** any downtime or malfunction of the Publisher Program or Website, **(c)** any malfunction and/or non-proper performance of any Tracking Links, **(d)** any disruptions of communication, lines, technical problems etc., **(e)** the safekeeping of the Publisher's password to the Publisher Account and/or payment information, **(f)** for the payment of any taxes accrued by the Publisher pursuant to this agreement which the Publisher shall bear sole responsibility to pay and settle.
- 3.8. A Publisher may be required to use certain technical means and software packages, telecommunication networks and/or services of third-party organizations, in order to gain access to the Publisher Program and make use of the services accordingly. The Advertiser shall not be liable for any resulting costs, possible damages and/or interference.

### 3.9. Changes and Amendments.

- (a)** The Advertiser reserves the right to unilaterally amend, from time to time, for any reason whatsoever all or part of these Terms of Use and/or the Rules without securing a Publisher's prior consent. If a Publisher does not agree with any changes, then it can terminate the agreement within 48-hours from notification of any changes. If a Publisher continues to actively participate in any Offer, it will be construed that the Publisher consents and agrees to such changes.
- (b)** The Advertiser may amend and change these Terms of Use or the Rules where it considers such amendments are required in order to comply with all legal obligations or any publication by a regulatory authority. Such changes shall have immediate effect and shall not require any previous consent.

## 4. PARTICIPATION IN ANY OFFER

- 4.1. Following registration of a Publisher Account, a Publisher can request to participate in any Offer, at which point any and all advertising and promotional activities to be performed for that offer, will be subject to the Rules which shall be additional to these Terms of Use and which shall be made available and shall be accessible to the Publisher via its Publisher Account.

- 4.2. The Advertiser reserves the right not to admit any Publisher to any Offer, for or for no reason.
- 4.3. The Publisher can use any Traffic Source provided that they are in compliance at all times with applicable laws and regulations, these Terms of Use, the Rules, Privacy Policy and are pre-approved in writing by Advertiser or via the Publisher Account, provided that such approval is requested by the Advertiser from time to time.
- 4.4. Inspections and Checks:
- (a) The Advertiser shall have the right to request from the Publisher at any time, (a) to be provided with any and all data relating to the Traffic Sources and the traffic directed by the Publisher to an Advertiser, (b) to gain access to the statistics of any Traffic Source, while at the same time limiting the Publisher's participation in the Publisher program/Offer. In case of such a request by the Advertiser, the Publisher must provide the data and/or grant relevant access, within but not later than 14 days. If the Publisher fails to do so then, the Publisher's access to any Offer may be suspended.
  - (b) The Advertiser reserves the right to take all actions and steps possible as it considers fit in its absolute discretion, in order to protect its interests including without limitation to disabling any Tracking Links, removing any advertisements and Ad Materials from Traffic Sources, limiting the Publisher's access to any Offer and/or any other actions that the Advertiser deems necessary.
  - (c) KYC Procedure: in the case of receiving the request from the Advertiser, in order to perform verification checks as required by applicable laws and internal policies, the Publisher will within 7 days submit with the Advertiser, either via this email [affiliate@markets.assetise.io](mailto:affiliate@markets.assetise.io) or via the KYC section of the Publisher Account, the KYC Documents. Such KYC Documents may include: any documents (in the requisite form) for proof of identity/registration, date of birth or registration, address, tax identification number, ownership, licensing, etc. If the Publisher refuses and/or fails to submit the KYC Documents, it will be construed as a withdrawal from participating and/or refusal to participate in any Offer and therefore the Advertiser may upon its discretion de-activate its Publisher Account and/or limit its access to any Offer and/or terminate the agreement immediately and without notice.

## 5. RIGHTS AND OBLIGATIONS OF THE PUBLISHER

- 5.1. **Authority.** The Publisher shall not be in any breach of any law and/or regulations for providing the Services as provided under this Agreement.
- 5.2. **Good Faith.** The Publisher will in good faith and diligently use all commercial efforts to perform the Services for the benefit of the Advertiser.
- 5.3. **Ethics.** The Publisher shall maintain ethical and high standards of business practice, and conduct its business in such a manner so as to reflect favorably on the Advertiser and the Advertisers.
- 5.4. **Safety.** The Publisher shall be responsible for the safety of its Account credentials and payment information. The Publisher shall implement all necessary measures and take all necessary steps in order to ensure that all its information, including any access codes, passwords, transaction activity and any other information made available via the Publisher Account, remain confidential at all times. The Publisher hereby acknowledges and agrees that the Advertiser does not have any responsibility in case of unauthorized access to its Publisher Account by any third party or otherwise. The Publisher shall notify the Advertiser immediately in the event of such unauthorized use.

**5.5. Accurate Information.** The Publisher shall always provide accurate and up-to-date information when performing any Services, including when describing the Advertiser, its business, activities, products, etc.

**5.6. Adherence to the Terms.**

(a) It is strictly prohibited for the Publisher to perform promotional activities and/or Successful Actions via methods, actions or omissions that violate and/or are in breach of the Agreement and Information and the Marketing Guidelines, as well as any applicable laws and/or regulations.

(b) The Publisher hereby acknowledges and confirms that Advertiser may be subject to regulatory supervisory and/or bound by the terms of their license, under which they are permitted to provide their services in accordance with specific laws and/or regulations (collectively the **Regulations**), therefore the Agreements and Information and applicable laws and regulations, are material to this agreement.

(c) Breach of this section in any way, may lead to the breach of Regulations, monetary and/or reputational damage to the Advertiser, including but not limited, to the suspension and/or cancellation of their license or operation, imposition of fines, etc. If the Advertiser has reasonable grounds to believe that the Publisher has breached or shall breach this section directly or indirectly in any way, it will have the right but not the obligation to:

(i) immediately suspend or block any Advertising Program activities and/or terminate the agreement, without notice and without any liability to pay to the Publisher any accrued Commission, fees and/or damages; and/or

(ii) take further actions and/or apply any monetary amounts against the Affiliate in the form of set-off or otherwise, as liquidated damages to protect its and any Advertiser's legitimate interests. We strongly recommend you refer to this Agreement and Information and Marketing Guidelines.

(d) The Publisher will indemnify, defend and hold harmless the Advertiser and each of their respective officers, directors, employees, representatives and agents from and against any losses, costs, liabilities, damages, claims and expenses, including reasonable attorneys' fees, arising out of any breach of this section, including without limitation the totality of any sums demanded and/or any claims from third parties, in connection to any breach of this Agreement and Information.

**5.7. Compliance with Instructions.** The Publisher shall comply with all reasonable and lawful instructions or directions given by the Advertiser from time to time.

**5.8. Advertising and Promotional Services.**

(a) The Publisher shall perform its services for the benefit of the Advertiser under any Offer, at all times in accordance with these Terms of Use but also the applicable Rules of the Offer it will perform advertising and promotional services for.

(b) The Publisher hereby undertakes and warrants to the Advertiser that it will read and perform the services in accordance with the Rules and shall refer to such Rules at all times during the entire period where it will place Ad Materials to Traffic Sources for the benefit of the Advertiser.

(c) The Publisher hereby acknowledges and accepts that any breach or any failure to follow the Rules may lead to the immediate de-activation and/or block of its Publisher Account and/or suspension of use of the specific Offer, without notice (collectively **Suspension**).

(d) If any Commission accrued to the date of Suspension, is deemed reasonable by the Advertiser that it was generated in breach of the Rules, shall not be payable to the Publisher.

- (e) If the Advertiser suffers any losses (indirect and/or direct) due to any Suspension event, an equivalent amount shall be deducted from the Publisher's Account. In a case where there are insufficient funds, the Publisher hereby undertakes and warrants to the Advertiser that it will reimburse the Advertiser with the equivalent amount within 10 days from the written request.

#### 5.9. Traffic Sources.

- (a) The Publisher must submit each Traffic Source via its Account for verification purposes by the Advertiser. The Publisher cannot and shall not use any Traffic Sources unless they are pre-approved for use in writing or via the Account. The Publisher shall always use and place any Ad Material in Traffic Sources in accordance with the Agreement and Information.
- (b) Any copyright and/or intellectual property rights claims relating to such Traffic Sources, shall be the sole responsibility of the Publisher and the Advertiser shall bear no responsibility and/or liability towards any third party for claims relating thereon.
- (c) When using Ad Materials on any Traffic Source, the Publisher hereby undertakes and warrants to the Advertiser that no third-party rights to trademarks, brands, personal rights and/or otherwise are infringed, and that use of such Traffic Sources will be made in accordance with applicable laws and regulations.
- (d) Any Traffic Source shall not be associated with or lead to any websites/sources that are not in conformity with applicable laws and regulations and/or are associated with any illegal activity, pornographic, obscene, racist, or hateful content, or deceptive advertising piracy, libelous or defamatory statements.

#### 5.10. Ad Materials.

- (a) we grant a limited non-exclusive, personal, non-transferable, non-assignable, non-sub-licensable, revocable license to the Advertiser to use the Ad Material for placement in the Traffic Sources and solely in accordance with the Agreement and for the sole purpose of this agreement. The Publisher's use of the Ad Materials or copyrighted material in violation of this agreement is strictly prohibited and will result in the automatic withdrawal of this license to use, the termination of this agreement, the suspension of access to the Account and the instigation of any legal actions.
- (b) Any Ad Material shall not be created nor changed by the Publisher but will be used on an "as is" basis as made available via the Account. In a case where, without our knowledge, you create Ad Materials and/or distort Ad Materials provided by us, you are entirely responsible for placing these Ad Materials as an owner and distributor in accordance with applicable law and undertake to independently resolve all arising claims, disputes, including judicial, to settle all other disputable matters, including matters relating to any regulatory or governmental authorities and/or third parties.

#### 5.11. Tracking Links.

- (a) The Publisher shall bear the responsibility to attach the Tracking Link to each Ad Material. If it fails to do so we will be unable to track the the Publisher's activities. The Advertiser shall bear no obligation and/or liability in the event where the Publisher's activities cannot be tracked via the Tracking System, due to the Publisher failing to attach the Tracking Link to any Ad Material.
- (b) The Publisher shall have access to all Tracking Links for a specific Offer, via its Publisher Account.
- (c) The Publisher hereby undertakes and warrants to the Advertiser that it will update such links in good time and monitor the condition of the links.
- (d) The Publisher shall not have any responsibility and/or liability for any malfunction or non-proper performance of any Tracking Link.
- (e) A Tracking Link may under-perform and/or not perform due to the following (the list is not exhaustive):
  - (i) the Account and/or any Services are Suspended and/or blocked and/or terminated.
  - (ii) any Traffic Sources were removed, blocked or disconnected for any reason from this program
  - (iii) The Tracking Link was for any reason removed or deactivated.

(iv) The deeplink created by the Publisher leads to a non-existent page, or the Advertiser does not support the generation of Tracking Links using deeplink features.

- 5.12. **Taxes.** The Publisher shall at all times be responsible and liable to pay any taxes that it is subject to in any country and in relation to this agreement.
- 5.13. **Costs and Expenses.** The Publisher shall bear all costs and expenses of any nature, including but not limited to any marketing and promotional activities related to actions performed under this agreement.
- 5.14. **Security.** The Publisher hereby agrees and warrants to the Advertiser that it shall not take any actions that affect the operation of any Offer. Such actions may include among others, attempts to technically influence the efficiency of the servers of the network, attempts to hack the security mechanisms or systems, the use of viruses, trojans and/or other malicious programs for any purpose. Such actions shall further include brute force attacks, DoS (DDoS) attacks, spam, the use of links, and any other processes that may in any way negatively affect the operation and/or infrastructure of the network.
- 5.15. **One Publisher Account per Publisher.** The Publisher may register and operate only one Publisher Account. No Publisher shall be able to maintain multiple accounts on the Website or with the Advertiser – in other words: one account per individual or one account per a legal entity. If a person registers on behalf of a legal entity, such person is prohibited from using a personal account. A Publisher may register for more than one Publisher Account provided that the Advertiser has pre-approved this in writing.

## 6. ADDITIONAL PROHIBITED ACTIONS

- 6.1. To make any Successful Actions by means that violate these Terms of Use, the Rules and/or any law or regulation.
- 6.2. To strike any Successful Actions with persons that are associated (either directly or indirectly) with the Publisher, including but not limited to, members of the Publisher's family (close or broad), legal person (of any form or manner) whether incorporated or not, whether directly or indirectly controlled, controlling or under common control with the Publisher.
- 6.3. To use any advertising or promotional methods, that lead any user to actions in reliance to deceptive information, blackmail, or any other actions that negatively affect the user's freedom of choice.
- 6.4. The Publisher acknowledges and agrees that it has no authority to legally bind the Advertiser in any way and in any legal relationship and that it is not the agent of the Advertiser. The Publisher agrees that it shall not make to anyone any representation or commitment about the Advertiser. The Publisher shall inform any third party that it performs advertising and promotional services for the benefit of the Advertiser and that it has no authority or ability to negotiate or vary any services or terms of service of the Advertiser.
- 6.5. The Publisher shall not use the Ad Material, trademarks and/or logos of the Advertiser, for any other purpose other for the performance of its obligations under this agreement and for no other purpose. In the case where the Publisher uses any Advertiser's trademarks and ad creatives for purposes other than those specified in this agreement, the Publisher is fully responsible for such placements in accordance with applicable law and undertakes to independently resolve all arising claims, disputes, including judicial ones, to settle all other disputable situations, including with regulatory and governmental authorities and third parties.
- 6.6. To use any technology and types of cookie stuffing (cookie dropping). It is prohibited to use scripts that set in any user's browser, cookies of websites that such user did not visit. It is prohibited to rearrange, substitute or overwrite the user's cookies with others that do not belong to the websites that the user visited, as well as substitute cookies using pop-ups, iframe, or by inserting the URL of a third-party page as a picture on an existing website.
- 6.7. To register and/or use for promotion domains similar to that of the Advertiser or any Advertiser's websites.

6.8. To disable and/or intentionally block any Publisher Account which has a negative balance which is funds owed to the Advertiser.

## 7. ADVERTISER RIGHTS AND OBLIGATIONS

7.1. **Good Faith.** The Advertiser will at all times act in good faith towards the Publisher.

7.2. **Use of the Publishers' Logo.** The Advertiser shall be permitted to (a) use the Publisher's logo and name only for the purposes of this agreement and (b) place the Publisher's logo and name on the Website or any Advertiser's website only to state the Publisher's participation to any Offer.

7.3. **Expenses.** The Advertiser shall not be responsible for paying any expenses and/or costs incurred by the Publisher in discharging its obligations and/or performing any services under this agreement.

7.4. **Exclusivity.** This agreement is non-exclusive and does not prevent or restrict the Advertiser from accepting other participants to any Offer.

## 8. PAYMENT FOR PUBLISHER'S SERVICES

8.1. The Publisher shall receive a Commission payment from the Advertiser, which shall be calculated in accordance with the Rules applicable under the Offer the Publisher will choose to participate in and provide advertising and promotional services for. Each Offer has different sets of Rules and the Commission calculation in connection to Successful Actions or otherwise, shall differ from one program to another.

8.2. In each case, the Commission payout shall be determined by the type of Successful Action and the applicable rate as shall both be set in respective Rules and which shall be in effect at the time of performing any actions. The Advertiser reserves the right to change any rates but any revised rates shall not be applicable to already performed Successful Actions.

8.3. The Publisher undertakes and warrants to the Advertiser, that it will at all times be familiar and updated with the terms and conditions of the Rules, including but not limited to the applicable rates and Successful Actions. Applying for participation in any Offer shall be construed as an unequivocal acceptance of the Rules.

8.4. The currency of the Publisher Account shall be designated in USD and any Commission payouts shall be calculated and appear in USD.

8.5. Commission payouts shall be made by the Advertiser to the Publisher through any payment method indicated by the Publisher in its Account and/or by way of any type of instrument/currency of equivalent USD value upon conversion (**Payment Method**). The Advertiser shall be able, upon its sole discretion and as it deems fit from time to time, to opt for any Payment Method for the settlement of any Publisher Commission. The Publisher irrevocably accepts the use of any Payment Method by the Advertiser and such acceptance is signified by the provision of relevant Payment Details. Payments made to the Publisher by the Advertiser and/or by any third party company engaged and instructed by the Advertiser, by way of any Payment Method and based on the Payment Details shall constitute full and unequivocal satisfaction of the obligations of the Advertiser in terms of payment of any Publisher Commission.

8.6. For any payments in EUR, the exchange rate between USD and EUR shall be equal to the most recent EUR/USD reference rate available by the European Central Bank at the time of processing the payment.



- 8.7. For the avoidance of doubt, the Advertiser shall decide upon its sole discretion whether payments shall be made in any other currency other than the designated currency set up by the Advertiser.
- 8.8. The Publisher shall submit to the Advertiser accurate, up-to-date and valid payment details and shall follow the verification steps in order to activate its payment methods. If the Publisher fails the activation process, the Advertiser shall be unable to make any payments. The Advertiser strongly advises each Publisher to verify and activate its payment methods before making use of any services and/or Offers. The Publisher exclusively bears the responsibility to inform the Advertiser in case of any changes that affect any payment. The Advertiser shall bear in responsibility or obligation to verify any payment details upon any payment occurrence.
- 8.9. Any Commission payments shall be made twice a month in accordance with the below schedule:
- (a) Within 3 working days following the 10th of each month,
  - (b) Within 3 working days following the 25th of each month.
- 8.10. Any bank transfer or other payment transfer charges/commissions charged by third parties shall be borne exclusively by the Publisher and not the Advertiser, and shall therefore be deducted from the Commission.
- 8.11. The Publisher hereby irrevocably accepts and agrees that any Commission shall be deemed as settled and discharge the Advertiser of its obligations in relation to any such payment, if performed in accordance with this section, either directly by the Advertiser or by any third party designated by the Advertiser upon its sole discretion.
- 8.12. The Advertiser shall not be liable to pay and/or reimburse the Publisher for any costs incurred for bank transfer expenses and/or for the use or purchase of third-party services or programs not provided by the Advertiser, but required in order to participate in an Offer and/or in order to perform any services under any Offer.
- 8.13. Each party is solely and separately responsible for the payment and reporting of its own taxes in any relevant jurisdiction. If payments are subject to withholding tax, the Advertiser shall be entitled to deduct the corresponding tax amount from the Commission and provide proof of such obligation upon request by the Publisher.
- 8.14. Any Commission shall be deemed as payable if all of the following conditions are met in addition to any other specific conditions required by any Rules applicable under any Offer:
- (a) The Publisher's advertising and promotional activity lead directly to the Successful Action between the Advertiser and the user.
  - (b) The Successful Action was logged and registered by the Advertiser Tracking System.
  - (c) The Successful Action was verified and approved by the Advertiser Tracking System (**Verified Actions**).
  - (d) The Commission payout equals or exceeds the minimum withdrawal amount which is equal to USD10 or the equivalent in any other currency (**Minimum Withdrawal**).
  - (e) The Publisher did not in any way breach any of the Terms of Use, Rules and/or the Privacy Policy.
- 8.15. The Publisher shall immediately repay any amounts paid to the Publisher in error, excess or in any way other than in accordance with this agreement.
- 8.16. Without prejudice to any other rights of the Advertiser, in the event that the Advertiser deems upon reasonable grounds that any activity performed via the Publisher Account or in any account which appears to be controlled or managed by the Publisher, is suspicious, Fraudulent Activity (as defined in the Rules) and/or fraudulent in any way, the Advertiser may in its absolute discretion, (a) suspend access to any Offer, (b) de-activate or block the Account, (c) delay any payments of any Commissions for up to one hundred and eighty (180) days in order to

look into and verify the suspicious activity, (d) following the 180 days, adjust any Commission calculation accordingly or permanently refuse payment of any Commission calculated up to the notice date.

**8.17.** The Advertiser shall have the right in its absolute discretion to withhold, set-off and/or deduct any amounts from any Commission and/or payment due to the Publisher against any amounts due by the Publisher to the Advertiser.

**8.18.** The Advertiser shall have the right to suspend any payments to the Publisher in the event there are reasonable grounds to believe that a Publisher has or will imminently breach any term of the Terms and/or the quality of the traffic is not to the standards appropriate.

## **9. TERM AND TERMINATION**

**9.1.** This agreement shall commence upon registration of a Publisher Account and final acceptance by the Advertiser and may be terminated without cause upon 48-hour written notice by either of the parties.

**9.2.** The Advertiser may terminate this agreement and delete the Account and all information contained therein, block an Account, suspend any access to any Offer immediately without notice and without prejudice to any other legal and/or equitable rights available to the Advertiser, in the event where:

- (a)** The Publisher is unable to perform and/or deliver the advertising and/or promotional services under any Offer,
- (b)** There are reasonable grounds to believe that the Publisher and/or its partners, attempt to breach or have breached any part of the Terms of Use and/or the Rules, including but not limited to the Marketing guidelines, any law and/or regulations,
- (c)** The Publisher has breached any of its obligations,
- (d)** The Publisher failed to submit any KYC document under any KYC procedure as requested from time to time by the Advertiser,
- (e)** There are reasonable grounds to believe that the Publisher or its partners have become directly or indirectly involved in any type of fraud in relation to any financial transaction made by any user of a Successful Action or otherwise and/or Fraudulent Activity and/or money laundering operations, and/or
- (f)** the Advertiser has reasonable grounds to believe that the Publisher is a Restricted Person, or it targets, distributes or performs the services hereunder in Restricted Countries (as defined in the Rules).

**9.3.** If this agreement is terminated in accordance with the direct above section, the Advertiser shall have no obligation to pay any Commission for any services already provided up to and including the date of termination nor shall the Advertiser be liable for any losses or damages caused and/or incurred to the Publisher due to the termination of the agreement.

**9.4.** The Advertiser shall have the right to delete the Publisher's Account, delete all data from its system, and terminate this agreement in the following cases:

- (a)** The Publisher has not logged into its account for the last 350 days;
- (b)** The Publisher has not logged into interacted with the Advertiser system outside the web interface (for example, through the API) for the last 350 days.

After the expiration of the above periods, the Advertiser will notify the Publisher that due to inactivity and non-use of the Account, the Advertiser shall proceed with the deletion of the Publisher's account within 180 days from the date of the written notification during which time the Publisher can make a withdrawal request. If the Publisher fails to submit any withdrawal request, any remaining Commission balance stated in the account shall be written off in favor of the Advertiser upon completion of the 180-day period.

The Publisher hereby waives any right to claim any amounts written off in accordance with this section.

**9.5.** The Publisher acknowledges, confirms and accepts that upon termination of this agreement and/or suspension of access to any particular Offer:

- (a) The Publisher shall immediately and without undue delay stop any advertising and/or promotional activities,
- (b) Any respective Tracking Link shall be disabled and shall not be operative. In case of re-activation, the Publisher shall bear the responsibility of ensuring the proper function of the link,
- (c) Any termination shall not prejudice any outstanding or accrued obligations of the Publisher vis-à-vis to the Advertiser,
- (d) Any authorization or powers of attorney or any rights granted by the Advertiser to the Publisher shall be automatically terminated and withdrawn,
- (e) An assignment, transfer and/or license of any intellectual property rights, including such rights relating to the Ad Materials, trademarks, logos, etc. by one party to the other, shall be considered as automatically terminated and each party shall immediately cease the use of the Ad Materials and any such intellectual property rights of the other party and remove them overall from the Traffic Sources or from any other source and in general stop any use thereof,
- (f) Any users following a Successful Action shall remain registered with the Advertiser, irrespective of the termination of the agreement and/or any suspension,
- (g) The Publisher shall not receive any Commission payments from the Advertiser for any user that remains registered with the Advertiser,
- (h) The Publisher shall immediately return to the Advertiser and delete all Ad Materials from their systems and any other documents, brochures, report and any other material in the Publisher's possession including but not limited to the registered domain names and/or any other information relating to the services provided hereunder.

**9.6.** Termination or any suspension, shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or suspension, including the right to claim damages, in respect of any breach of the agreement which existed at or before the date of termination or suspension.

## **10. RIGHT OF USE OF INFORMATION AND COPYRIGHT**

**10.1.** The Advertiser provides you with an opportunity to use the Advertising and Promotional Services. However, it retains all intellectual property rights in respect of such services, including without limitation to any Ad Materials. Some Advertising and Promotional Services may let you upload, submit, store, send, receive, or share your own content, and in this case, you provide with and grant to the Advertiser a non-exclusive and royalty-free license to use, as necessary and required in order to deliver such services. If you choose to upload or share your content, you guarantee that you have the necessary rights to do so and that the content is lawful.

**10.2.** The Advertiser is the owner of all intellectual property rights on and throughout the Advertiser's websites, as well as the material on them including any copyright, database rights, and trademarks. Any such right not belonging to them belongs to third parties and is protected by copyright laws and treaties around the world. All such rights are reserved.

**10.3.** All copyright, database rights, trademarks, and any other intellectual property rights of the Advertiser in the content of and/or throughout the Advertiser websites, belong to them respectively or a third party, including without limitation to their licensors. The material and content on the Website (in whatever form it exists), may or may not be identified by a symbol and they include but are not limited to designs, photographs, graphics, drawings, text, etc. The lack of any such

symbol should not be understood as meaning that the name, term, or data is not the intellectual property of either the Advertiser or any third party or any licensor of the Advertiser (as the case may be).

- 10.4.** The Advertiser brand name (in words or stylized forms) has been registered internationally.
- 10.5.** The use of the brand name of the Advertiser and/or any trademarks or intellectual property right (as referred to in this clause), without the Advertiser's express and written pre-approval, is strictly prohibited in all ways. Such prohibited acts include but are not limited to copying, duplicating, presenting in public, altering, advertising, broadcasting, selling, or delivering trademarks or intellectual property rights, in whole or in part to any third parties, distributing, including by publishing on the Internet or making any commercial use of the trademarks/intellectual property rights, in whole or in part.
- 10.6.** Any reference and/or use on any of the Advertiser's websites, of trademarks and/or any intellectual property rights which are not owned by either of them but are owned by other third parties (Third Party IP) is fair since their use is limited to (a) descriptive and informative purposes and at no time as part of the Company's Services, and (b) the minimum necessary. Such Third Party IPs are on any of the Advertiser's websites only for informative purposes, to provide a simple description of the service/goods of the particular third party and of the use of such services/goods by the Advertiser within the context and the purpose of performing its obligations under this Agreement or the Rules for the provisions of their services.
- 10.7.** The Publisher has full control for its actions and therefore acknowledges that it has and undertakes full responsibility for the content and nature of its actions and/or omissions in relation to any unauthorized use of the Advertiser's trademarks, intellectual property rights, and/or any Third Party IPs including for any action in breach of this clause.
- 10.8.** The Publisher undertakes at all times to indemnify, defend and hold harmless the Advertiser and their respective officers, employees and/or agents against any disputes, claims, expenses, losses that may arise both directly and/or indirectly, due to breach of this clause by the Publisher.

## **11. CONFIDENTIALITY**

- 11.1.** We both agree to keep confidential and not to disclose to any third party any confidential information given by any one of us to the other under this Agreement including without limitation all the communication, documentation or other information exchanged between us, both during the term of these Terms of Use as well as after its termination, except as permitted otherwise.
- 11.2.** Each one of us may disclose the other's confidential information:
  - (a)** to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising such party's rights or carrying out its obligations under or in connection with these Terms of Use. Each of us shall ensure that its employees, officers, representatives or advisers to whom it discloses the other's confidential information comply with this section; and
  - (b)** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3.** Subject to this, the Advertiser has the right, without prior notice to the Publisher, to disclose and/or consent to the disclosure of personal data (as defined in the Privacy Policy), including without limitation to the data provided under any KYC Procedure, any data connected to confidential information and/or details of the transactions of the Publisher

(i) in order to comply with the requirements of the regulatory authorities of those of the Advertiser's country, and/or (ii) to its auditors/consultants, companies belonging to the group of companies to which the Advertiser belongs to, the Advertiser's partner companies and/or to any other company which may be directly or indirectly controlled by the Advertiser for the purpose of facilitating the performance of the Advertising and Promotional Services, provided that they are informed and committed to the confidentiality of the information communicated. All of the Publisher's personal data shall be processed in strict accordance with the provisions of our Privacy Policy.

11.4. None of us shall use any of the other's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms of Use and any Rules (**Permitted Purpose**).

11.5. The Advertiser shall deal with and/or process your personal data in accordance with the Privacy Policy.

## 12. NO GUARANTEE AND LIMITATION OF LIABILITY

12.1. Participants shall use the Advertiser services at their own risk. Services are provided as is. The Advertiser does not accept responsibility, including for compliance of Services with the Participant's goals.

12.2. The Advertiser does not guarantee and/or represent to the Publisher that:

- (a) that the Advertising and Promotional Services or any part thereof comply and/or shall comply with the Publisher's requirements;
- (b) that the Advertising and Promotional Services or any part thereof shall be provided and/or made available without interruptions, promptly, sustainably, and/or without errors;
- (c) any results by use of the Advertising and Promotional Services, are accurate and/or are reliable and may be used for any purposes or in any capacity (for instance, for identification and/or verification of any facts);
- (d) the quality of any product, service, information, etc., received through the Advertising and Promotional Services will meet the Publisher's expectations.

12.3. Any information and/or materials (including downloadable software, messages, any instructions and guidelines, etc.) that the Publisher accesses through Advertiser Services may be used by the Publisher at its own risk and the Publisher shall be responsible for any potential consequences of the use of such information and/or materials, including any damage incurred, either directly or indirectly, to the Participant's computer or third parties, loss of information, or any other damage.

12.4. The Advertiser shall not be liable for any losses (direct or indirect) resulting from the Publisher's use of the Advertiser Services or separate parts/functions of such services.

12.5. In the event of any claim against US, in relation to or in connection with these Terms of Use or any Rule, WE reserve the right, at OUR sole discretion, to withhold wholly or partly any amount from the Commission, and such amount shall not be rendered payable, in order to offset any costs, suspected or anticipated costs associated with any potential or pending regulatory or legal actions.

12.6. **WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES TO THE PUBLISHER OR ANY PERSON (INCLUDING WITHOUT LIMITATION, ANY PAYMENT FOR LOST REVENUES, LOST DATA, LOST PROFITS OR LOSS OF GOODWILL), WHETHER FORESEEABLE OR NOT, FOR ANY CAUSE WHATSOEVER WHETHER OR NOT CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. UNDER NO CIRCUMSTANCES WILL ANY FORECASTS BY US**

**BE BINDING AS COMMITMENTS OR PROMISES BY US AND/OR GIVE RISE TO ANY LIABILITY. IN NO EVENT WILL WE OR OUR PARTNERS/CLIENTS TOTAL LIABILITY TO YOU OR TO ANY OTHER PARTY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, WARRANTY OR OTHERWISE) EXCEED THE ONE (1) MONTH'S COMMISSION, FEES, PAYOUT AMOUNT AND/OR PAYMENT (CALCULATED AS THE AVERAGE MONTHLY COMMISSION EARNED BY YOU OVER THE PREVIOUS THREE (3) MONTHS) DURING ANY TWELVE (12) MONTHS PERIOD. THIS LIMITATION APPLIES DESPITE THE AMOUNT OF INJURIES CAUSED BY AND THE NUMBER OF SEPARATE OCCURRENCES OF LIABILITY DURING ANY TWELVE MONTH (12) PERIOD.**

### **13. CHANGES OF THESE TERMS OF USE AND RULES**

- 13.1.** The Advertiser reserves the right to unilaterally amend, from time to time, for any reason whatsoever all or part of these Terms of Use and/or any Rules, without obtaining YOUR prior consent.
- 13.2.** Without prejudice to the above, the Advertiser may amend these Terms of Use and/or the Rules, where it considers that such amendments are required in order to comply with any legal obligation or any publication by a regulatory authority of a competent jurisdiction. Such changes shall have immediate effect and shall not require YOUR previous consent. The Advertiser shall inform the Publisher by written email, and such changes shall have effect upon delivery of the email.
- 13.3.** If YOU do not agree with the amendments, YOU can terminate the Terms of Use as provided hereunder.

### **14. ASSIGNMENT**

- 14.1.** YOU shall not assign, transfer, subcontract or sublicense, in whole or in part, these Terms of Use or any of its rights or obligations without OUR prior written consent in each instance. Any attempt to assign these Terms of Use other than as permitted above shall be considered void and invalid.
- 14.2.** WE may at any time assign, transfer, subcontract or sub-license, or deal in any other manner with, in whole or in part these Terms of Use or the Rules, or any of its rights or obligations hereunder determined.

### **15. NOTICES**

Any notices under these Terms of Use shall be sent in writing to the email addresses designated in the Account, or as otherwise designated from time to time. Any notice and/or documents, sent via email, will be deemed to have been received on the same business day if sent during normal business hours of the recipient and if not sent during normal business hours, on the recipient's next business day.

### **16. NO PARTNERSHIP OR AGENCY**

**Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.**

## **17. DISPUTE RESOLUTION**

- 17.1.** In case of any dispute, controversy or claim arising hereunder, the parties will use all reasonable efforts to resolve the dispute amicably and therefore the Publisher will first initiate the procedure described under this clause prior to resorting to any other measures, including arbitration and/or litigation proceedings.
- 17.2.** The Publisher will submit any complaint via affiliate@markets.assetise.io email address (**Complaint**).
- 17.3.** The Advertiser will have 30 working days to respond to any Complaint (**Date of Response**).
- 17.4.** The parties will in good faith attempt to resolve the Complaint within 60 days from the Date of Response.

## **18. LAW AND JURISDICTION**

- 18.1.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of Nevis and St. Kitts.
- 18.2.** Any dispute, controversy or claim arising out of or relating to this agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the laws of arbitration of Nevis and St. Kitts, as amended from time to time, and the provisions of which are deemed to be incorporated herein by reference. The decision of Nevis and St. Kitts arbitration shall be binding upon both parties.
- 18.3.** If the parties fail to agree on the appointment of an arbitrator within 7 clear days, then the competent authority of Nevis and St. Kitts shall appoint the arbitrator.
  - 18.3.1.** The number of arbitrators shall be one.
  - 18.3.2.** The seat, or legal place, of arbitration shall be the capital of Nevis and St. Kitts.
  - 18.3.3.** The language to be used in the arbitral proceedings shall be English.