

# **AFFILIATE TERMS & CONDITIONS**

## **1. INTRODUCTION & DEFINITIONS**

1.1 These terms and conditions constitute a legal agreement (the "Agreement") between the private company "Linkwise IKE" ("LW") based at 95, Aristotelous str., Acharnai, Athens, 13674 in Greece and its registered users ("Affiliates").

1.2 The terms set forth below, as used in this Agreement, shall have the following meanings:

1.2.1 "Advertiser": The legal entity that maintains a website on the Internet and has come into agreement with LW to promote this website through Affiliate Marketing.

1.2.2 "Service": The affiliate marketing service known as "Linkwise Affiliate Network" through which Affiliates are given the tools, technology and infrastructure to promote Advertisers' websites and earn money.

1.2.3 "Links": The hyperlinks (text links, banners or any other accepted form) that link to an Advertiser's website.

1.2.4 "Property": Any website that has been approved by LW and can be used by an Affiliate to place Links.

1.2.5 "Code of Conduct": The Affiliate's obligations described in detail on the website of the Service and which constitute an integral part of this Agreement.

1.2.6 "Visitor": Any person that clicks on a Link and is transferred to an Advertiser's website.

1.2.7 Advertiser "Program": The set of rules that define the ways and limitations based on which an Affiliate can earn money by sending Visitors to an Advertiser's website.

1.2.8 "Commission": The money that the Affiliate earned by sending Visitors to an Advertiser's website, where those visitors placed an order or completed another predefined action according to the terms of the Advertiser's Program and this sale or action was validated by the Advertiser.

1.2.9 "Valid Click": A click placed knowingly and voluntarily on a Link by a Visitor, with the aim of being redirected to the Advertiser's website. For a click to be deemed Valid, it has to abide by this Agreement as well as the Code of Conduct.

## **2. REGISTRATION**

2.1 LW sets strict standards regarding the registration of Affiliates in order to ensure the success of the Service. LW therefore manually checks and approves all registration applications.

2.2 Affiliates have to provide LW with real, accurate and complete information in their registration application.

2.3 LW reserves the right to check and confirm at any moment the truth and accuracy of any information provided by Affiliates. In case these are found to be false or inaccurate, LW reserves the right to reject the Affiliate's registration application.

2.4 In order to participate in the Service, an Affiliate needs to be at least 18 years of age.

2.5 LW will decide at its own discretion if somebody will become an Affiliate. This decision will be final and not subject to review or appeal.

2.6 Should LW approve a registration application, LW will create an account for the Affiliate in question. This does not automatically provide the Affiliate with the right to use any Links since Advertisers reserve the right to choose the Affiliates that will participate in their Program.

2.7 Any single person or legal entity can only have one Affiliate account. If an Affiliate is found to maintain more than one account, LW reserves the right to delete all but one of these accounts.

### **3. AFFILIATE OBLIGATIONS**

3.1 An Affiliate can only place Advertiser Links on the Properties that have been made known to and approved by LW.

3.2 Links should not misguide Visitors. Links should only be placed with the intention of generating Valid Clicks.

3.3 Affiliates must not under any circumstances send spam emails. If LW finds any Affiliate to send spam emails containing any Advertiser's Links, LW reserves the right to delete this Affiliate's account immediately and without warning.

3.4 Affiliates must keep the passwords they use for accessing the Service safe.

3.5 Affiliates agree not to use another person's name with the intention of impersonating this person or misleading LW or any other user of the Service regarding their true identity.

3.6 Affiliates must keep their account information updated at all times. In case an Affiliate's account information is found to be false or inaccurate, LW reserves the right to delete the account immediately and without warning. In this case, LW also reserves the right to withhold payment of any Commission or other fee.

3.7 Affiliates accept that LW will act based upon the information and/or instructions that LW reasonably believes to have originated by an Affiliate. LW will not be held responsible if such information and/or instructions prove to have originated from another source.

3.8 Affiliates must notify LW via email immediately if:

3.8.1 They believe there has been or there might have been unauthorized use of the password mentioned in paragraph 3.4.

3.8.2 They suspect or know any confirmed or possible case of misuse of the Service.

3.9 Affiliates must not alter the Links provided by the Service as well as any creatives (banners etc) that accompany the Links. Any breach of this obligation will:

3.9.1 Lead Visitors to receive inaccurate or inappropriate information and therefore cause harm to the Service or the Advertisers.

3.9.2 Give LW the right to end this Agreement according to paragraph 7.3.

#### **4. CODE OF CONDUCT**

4.1 Affiliates agree to comply with the Code of Conduct.

4.2 LW reserves the right to amend and update the Code of Conduct from time to time, in order for it to reflect, to the extent possible, ethical principles and best practices based on the latest advances in technology. LW will publish the updated Code of Conduct on the Service website. It is the Affiliate's obligation to review it and remain informed of these changes.

4.3 Affiliates agree to comply with any additional terms and conditions or code of conduct set forth by any Advertiser in order to participate in this Advertiser's Program.

#### **5. PAYMENTS**

5.1 LW pays Affiliates on the 15<sup>th</sup> of every month (or the next working day, if the 15<sup>th</sup> is not a working day) for Commissions that were paid to Linkwise by the Advertisers within the previous month. For example, Commissions for sales or leads that were tracked within March and paid to Linkwise by the Advertiser in April will be paid out to affiliates on the 15<sup>th</sup> of May. The date that a sale or lead was tracked or validated is not related to the payment date. The payment date is only determined by the date the Commission for this sale or lead was paid by the Advertiser to Linkwise.

5.2 Based on paragraph 5.1, LW will have no obligation to pay Affiliates for any Commissions that are not paid by the Advertiser to LW.

5.3 All data regarding Commissions and payments are collected and calculated by LW and these will be the only valid data used by LW to decide if there are payable Commissions for any Affiliate.

5.4 The minimum payment amount is €20. No payments will be made if the amount receivable by the affiliate is below this threshold. In this case, the receivable amount is transferred to a next payment.

5.5 Payments will be subject to all legal taxes and/or duties required by Greek law. By way of an indication, on the day this Agreement was drafted payments to Greek companies were not subject to withholding tax and payments to Greek individuals were subject to withholding tax of 20%, stamp duty of 3.6% and insurance contributions of 20.28%. Payments to non-Greek tax residents are subject to conventions for the avoidance of double taxation.

## **6. PRIVACY**

6.1 All personal information collected by Linkwise is processed in accordance with our Privacy Policy.

## **7. RESERVATION OF RIGHTS**

7.1 LW reserves the right to alter this Agreement at any time. Additionally, LW may add to, change, suspend or discontinue any aspect of the Service at any time. In both cases, LW will notify Affiliates via email or via the Service website regarding the changes. After receiving this notification, Affiliates may terminate this Agreement by providing written notice within one week.

7.2 LW reserves the right to delete from the Affiliate's account any Commission owed to that Affiliate if, in any 12 month period, the Affiliate has not logged in to his/her account.

7.3 If LW finds any Affiliate to be in breach of this Agreement, LW reserves the right to terminate this Affiliate's account and/or alter/delete any Links this Affiliate is using. In such cases, according to paragraph 11 of this Agreement, LW may withhold any Commissions owed to this Affiliate prior to termination.

7.4 LW reserves the right to redirect any Visitor to another Advertiser's website, if the original landing URL of the Link that was clicked on is unreachable or belongs to an Advertiser that no longer works with LW.

## **8. TRADEMARKS**

8.1 This Agreement does not grant Affiliates any right to patents, copyrights, trade secrets, trademarks (whether registered or unregistered), or any other rights, franchises or licenses of LW.

## **9. LIMITATION OF LIABILITY**

9.1 The Service, its use and the results of its use are provided "as is". LW does not provide any warranties regarding quality or any other warranty regarding the Service.

9.2 LW will not be liable for any consequential, incidental, indirect, special, punitive or exemplary damages of any kind (including without limitation, any loss of use, loss

of business, or loss of profit or revenue, goodwill, data, data privacy) arising out of or in connection with this Agreement (including without limitation the use, inability to use, or the results of use of the Service, content or data contained on the Service website or on any websites linked to it), regardless of the form of action whether in contract, tort (including without limitation negligence) even if LW has been advised of the possibility of such damages.

9.3 LW will not be held responsible for anything related to the Advertisers' Programs that are part of the Service and no warranties can be provided regarding the performance of these Programs.

9.4 Affiliates agree to indemnify and hold harmless LW, its directors, shareholders and employees from any and all claims, damages, expenses, losses or injuries arising out of or related to this Agreement.

## **10. MODIFICATION AND TERMINATION**

10.1 The Service may constantly be modified and improved by the addition or removal of specific functionalities and other elements.

10.2 This Agreement may be terminated by both parties, at any time, upon thirty (30) days written notice to the other party.

10.3 Both parties may terminate this Agreement immediately without notice if the other party is in material breach of any obligation under this Agreement. According to paragraph 7.3, if the Affiliate is in material breach of any obligation under this Agreement LW will withhold payment of any Commission or other fee.

10.4 If the Affiliate is found in breach of any term mentioned in paragraphs 3 and 4 and as a result LW is asked by an Advertiser to remove this Affiliate from the Advertiser's program, LW will immediately remove the Affiliate from the Program. LW also reserves the right to remove this Affiliate from any other Advertisers' Programs or even delete the Affiliate's account.

## **11. CONSEQUENCES OF TERMINATION**

11.1 Upon termination of this Agreement, Affiliates must immediately remove all Links from their Properties. Affiliates will not accrue any Commission for sales or other actions that took place after termination.

11.2 After the termination of this Agreement, Affiliates will have no rights to use (1) any registered or unregistered trademarks or design rights, (2) any domain names, (3) any content, text, images, banners, (4) any other intellectual property or work that was created by or for LW or its Advertisers.

11.3 All accrued rights and liabilities of the parties as at termination shall not be effected.

11.4 Clauses 8, 9 and 11 shall survive termination of the Agreement and continue in full force and effect.

## **12. GENERAL**

12.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements between the parties. No other representation or statement, whether or not in writing shall form a term of the Agreement.

12.2 Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For the purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, terrorism, vandalism, accident, restraint of government, governmental acts and other like events that are beyond the reasonable anticipation and control of the party affected thereby.

12.3 If any terms of this Agreement are deemed illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, such terms shall be ineffective only to the effect of such prohibition or invalidity and the remaining terms shall survive and continue to be binding and enforceable.

## **CODE OF CONDUCT**

This Code of Conduct uses the same definitions as the Terms & Conditions of the Linkwise Affiliate Network.

### **1. Content of the Affiliate's Property**

1.1 Affiliates may place Links on their Properties only after they have provided LW with the domain names of the websites that constitute these Properties and these have been approved by LW. LW reserves the right to withhold payment of any Commissions that have come from websites not made known or not approved to LW.

1.2 Affiliates agree not to provide, promote, distribute, place or in any other way publish on their Properties content that is defamatory, indecent, pornographic, abusive or in any other way questionable, spreading fake news, deceiving or in breach of the law. Additionally, Affiliates agree not to place Links on any website that is pornographic (or that hosts pornographic content or advertisements), that promotes or welcomes violence, bigotry or hatred, or that promotes any illegal activity including but not limited to warez, cracking, hacking etc.

1.3 Affiliate Properties must abide by advertising code of ethics. Affiliates must not support, advertise or in any way promote on their Properties advertising software (also known as "adware" or "spyware"). Affiliate must make sure any piece of information on their Properties that relates to goods or services sold by any Advertiser is accurate, clear and in no way deceiving.

## **2. Manipulation of the Service**

2.1 Affiliates must act ethically and reasonably regarding the use of the Service and the generation of Valid Clicks. Affiliates must not do anything (or allow anything to happen) that will result in any Advertiser paying Commission to the Affiliate for sales or other actions which the Affiliate did not generate legally and/or based on the ethical rules of conduct.

2.2 Affiliates must not use methods or techniques related to spyware, adware, malware, robots, forced clicks, automatic openings, automatic cookie dropping or cookie stuffing.

2.3 Every Affiliate is responsible for the quality and source of the traffic he/she provides to the Service and its Advertisers. According to paragraph 3.1 of this Code of Conduct the source of traffic must be made known to LW. Even if LW permits an Affiliate to acquire traffic via third parties (e.g. advertising networks), the Affiliate remains responsible for the quality and source of this traffic.

2.4 Affiliates must not place any software on the Visitor's computer that can bypass or alter cookies or promote or show Links nor can they use any such software placed by others.

2.5 Affiliates must not buy, lease or operate any domain name which is similar to any Advertiser's domain name at a level that can lead to confusion.

2.6 This list of prohibitions is not exhaustive. If any Affiliate is found in breach of the spirit of this Code of Conduct or LW deems an Affiliate's behavior unethical, LW reserves the right to terminate this Affiliate from the Service and withhold payment of any Commissions according to paragraph 7.3 of the Terms & Conditions of the Linkwise Affiliate Network. This decision will be final and not subject to review or appeal.