

These agreements set out the governing regulatory requirements across the following territories United Kingdom, United States of America, Australia and Poland. You will only be bound by the governing laws set out in the country that you are operating in. If you are operating across all territories, then you will be bound by the whole agreement.

AFFILIATE ADVERTISING AND LEAD GENERATION AGREEMENT  
United Kingdom (UK)

THIS AGREEMENT will come into effect once the below agreement has been electronically accepted. By electronically agreeing to the Terms and Conditions as set out below you agree to the following. The Affiliate should read the terms and conditions of this Agreement carefully. These Affiliate Terms and Conditions may be incorporated by reference into one or more Insertion Orders entered into between Quint Group Limited and the marketing affiliate specified on the incorporating Insertion Order ("Affiliate"). These Terms, together with any Insertion Orders entered into by Company and Affiliate, are collectively referred to as the "Agreement." Any capitalised terms not defined in this Agreement will have the same meaning as in the incorporating Insertion Order. In the event of a conflict between these Terms and the incorporating Insertion Order, the Insertion Order will prevail.

Last Updated: 30<sup>th</sup> June 2016

The client hereinafter referred to as "The Affiliate"

The supplier hereinafter is referred to as 'the Company'

**PARTIES:**

- (1) Quint Group Limited, incorporated and registered in England and Wales with company number 06898873 of Cottage Street Mill, Cottage Street, Macclesfield, Cheshire, Sk11 8DZ, United Kingdom and all associated companies, trading names in use from time to time and subsidiary or assignee (the Company); and
- (2) The "Affiliate"

each a Party and together the Parties.

**WHEREAS:**

- (1) The Company carries on the credit brokerage of online loans provided by third party lenders to customers in the form of credit agreements regulated by the Financial Conduct Authority (FCA).; The Company is Authorised and Regulated by the Financial Conduct Authority for Credit Brokerage, Providing Credit Information Services and Bringing About Non-Investment Insurance Contracts under FCA registered number; 669450. The Company also carries out the Introduction of life insurance leads, generated by Affiliates to Appointed Representative and or Directly Authorised Firms as defined by the FCA.
- (2) The Company operates an affiliate and lead generation programme whereby affiliates may use the Programme Material and thereby promote the Company and provide internet advertising services which divert customers to the Company's Website, the Company's Call Centre or the Affiliate's website for the purposes of generating leads for the Company.
- (3) Affiliates are offered the opportunity to earn a fee for referring Customers that successfully complete a Payable Action to:
  - (i) the Company's Website or Web Service;
  - (ii) the Company's Call Centre; or
  - (iii) directly to Lead Buyers websites on the Company's behalf.

- (4) Subject to approval by the Company that the Affiliate has satisfied the Company's due diligence exercise into the Affiliate's proposed methods of advertising and the Affiliate's acceptance of the provisions hereinafter appearing, the Affiliate has been approved as an accredited affiliate to the Company.

IT IS AGREED as follows:

## **1 INTERPRETATION**

- 1.1 In this Agreement the following terms shall have the following meanings:

Agreement means this agreement and its schedule.

Affiliate Services means:

- 1.1.1 advertising by electronic mail which consists of voice, sound or images including email, text, picture, video, voicemail and answer phone messages, and/or developing affiliate websites, emailing or SMS messaging displaying artworks and Product Promotional Material, sending mailers, displaying Banners, text links, paid per click advertising (PPC) or other Programme Material on the Affiliates or third party websites, or any other promotional methods including by fax and XML posting, which directs traffic and Customers (including those who have completed an Application and or an Enquiry Form on the Affiliate's website) to the Company's Website or the Company's Call Centre; and
- 1.1.2 integrating the Iframe or other computer coding onto the Affiliate's or a third party's website that directs internet traffic and Customers to a Lenders/brokers Website on behalf of the Company, in such a way that allows to monitor Applications and or Enquiry Forms

ASA means the Advertising Standards Authority.

Banner means any graphic placed on the Affiliate's website or a third party's website which has a click through link to any part of the Company's Website.

Call Centre means a call centre operated by the Company for its business notified to the Affiliate from time to time.

CAP means the Committee of Advertising Practice.

CPL means cost per lead. A payable action will occur as soon as the lead has been supplied. It is recognized that both prepayment and invoiced payment arrangements will occur.

Confidential Information means all knowledge and information relating to the trade, business, activities, operations, organisations, customers, finances, products, processes, dealings, specifications, methods, designs, formulae and technology of and concerning the Company and including the terms of this Agreement.

Customer means any lead or customer passed to the Company from the Affiliate.

Data Protection Legislation means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

Disputed Sums means that part of a sum of money which has been invoiced by the Affiliate to the Company, which the Company claims, on bona fide grounds, it is not liable to pay, and in respect of which the Company has given the Affiliate a notice in accordance with clause 11.6.

Event of Force Majeure means a serious event or occurrence which materially and substantially effects either Party's ability to perform its obligations under this Agreement being an event or occurrence which is beyond the reasonable control of the affected Party not being an event which is either: (1) attributable to or contributed to by the deliberate act, omission or negligence of the Party relying on the Event of Force Majeure; and/or (2) to minimise and mitigate the effect of the event or occurrence (including where agreed the implementation of a disaster recovery or business interruption plan, protocol or procedure). Subject to the foregoing the following events or occurrences are examples of Events of Force Majeure: acts of God, natural disturbances (i.e. an earthquake, serious weather conditions, naturally occurring floods or fires), war, civil unrest or commotion, official national strikes or official national labour disputes as defined in the Trade Union and Labour Relations Act 1992. For the avoidance of doubt strikes or labour disputes which solely affect the workforce of the Party relying on the Event of Force Majeure shall not by themselves be considered Events of Force Majeure.

FCA means Financial Conduct Authority in the United Kingdom and anybody which supersedes it.

FOS means the Financial Ombudsman Service in the United Kingdom and anybody which may supersede it.

ICO means the Information Commissioner's Office and anybody, which may supersede it.

Iframe means the source computer coding supplied to Affiliates by the Company for integration onto the Affiliate's website for the purpose of collating customer information and posting the data to a panel of lenders/brokers as an intermediary to the loan/insurance process.

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Money Laundering Legislation means the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007.

Other Regulatory Requirements means the Consumer Protection from Unfair Trading Regulations 2008, the Financial Services (Distance Selling) Regulations 2004, the Consumer Protection Act 1987, and any other laws, statutes, regulations, rules, orders, codes or guidance to the extent applicable to the Affiliate in respect of the provision of the Affiliate Services under this Agreement.

Payable Action means an Application and or Enquiry Form submitted by the Customer on either a cost per lead, cost per submit, cost per application, or cost per funded basis or any other specific action as specified in Schedule 1.

Product Promotional Material means, where applicable, materials or communications which constitute regulated consumer credit promotions pursuant to the the FCA rules and guidance including any promotional literature, advertisements or associated documents and which are intended to be used for the purposes of marketing.

Programme Material means Iframe, XML posting, artwork, adverts, computer coding, or other materials or communications which are made available to the Affiliate by the Company or created by the Affiliate in order to provide the Affiliate Services, including Product Promotional Material.

Returns policy means a lead may be returned if any of the following applies:

- ¶ Fraudulent application: if an application has been put onto the Monevo platform by an affiliate as an application where the customer has no knowledge of this occurring or without the consent of the individual.
- ¶ Hoax application: where the application has been put through as Mickey Mouse or Harry Potter etc.
- ¶ Has no valid contact telephone numbers: if the number called is a dead number
- ¶ Duplicates submitted by us

For clarity the following do not form part of the returns policy:

- ¶ The lead is not a return if the consumer has changed his or her mind
- ¶ Is non-contactable
- ¶ If the telephone number can be validated by using directory enquiries or other validation services

Tracking Codes means the code used by the Company or supplied to the Affiliate by the Company to monitor the number of visitors directed by the Affiliate using or otherwise through the Programme Materials.

Valid Lead means a lead which complies with the returns policy

Website means a URL designated by the Company for its business notified by the Company to the Affiliate from time to time.

- 1.2 References to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.
- 1.3 Reference to a clause is a reference to the whole of that clause unless stated otherwise. References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to any statute, enactment, order, regulation, or instrument made under that statute, enactment, order regulation or instrument and as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.
- 1.4 The word include, includes and including are to be construed as if they were immediately followed by the words without limitation.
- 1.5 The headings in this Agreement are for ease of reference only and shall not affect its construction or interpretation.

## **2 COMMENCEMENT AND DURATION**

This Agreement shall commence on the Effective Date and continue unless and until terminated in accordance with Clause 14 of this Agreement.

### **3 THE ONLINE PORTAL**

3.1 The Company will:

- 3.1.1 maintain a webpage designated specifically on the Company's Website from which the Affiliate may obtain data in respect of the Company's related instructions (the Company Portal);
- 3.1.2 on a non-exclusive limited basis, provide the Affiliate with password access to the Company Portal;
- 3.1.3 be entitled to withdraw, suspend or de-activate the Company Portal or the Affiliate's access to the Company Portal, temporarily or permanently, at any time for any reason;
- 3.1.4 from time to time, monitor the Affiliate's provision of the Affiliate Services;
- 3.1.5 monitor Applications submitted by Customers using the Tracking Codes and pay Fees to the Affiliate in accordance with Clause 11 and any applicable insertion order of this Agreement.

3.2 The Company holds title to the content and documents held within the Company Portal.

3.3 The Company grants permission to the Affiliate to utilise any information and documentation held on the Company Portal for the sole purpose of introductions and continued business with the Company.

3.4 The Affiliate shall at all times:

- 3.4.1 be responsible for the usage of the Company Portal and keep its password and access details to the Company Portal secure and confidential at all times from loss or unauthorised use;
- 3.4.2 Notify the Company promptly in writing (which for the avoidance of doubt shall include e-mail) to the postal address or e-mail address notified by the Company to the Affiliate of any suspicion or knowledge of the loss of the Affiliates password access details or any unauthorised use of the Company Portal by any third party.

### **4 LICENCES**

4.1 The Affiliate shall at all times:

- 4.1.1 be solely responsible for ensuring that, to the extent that is required by the , Data Protection Legislation, FCA, Money Laundering Legislation and Other Regulatory Requirements, the Affiliate has been granted all applicable licenses and registrations and these at all times remain valid;

### **5 DATA PROTECTION AND MONEY LAUNDERING**

5.1 The Affiliate shall at all times:

- 5.1.1 incorporate and maintain a Tracking Code in the provision of the Affiliate Services;
  - 5.1.2 carry on its business in accordance with the spirit as well as the terms of any legislation which may govern the provision of the Affiliate Services including the Data Protection Legislation and the Money Laundering Legislation;
  - 5.1.3 only communicate via telephone or electronic means (including text or email messages) with individuals who have legally consented to such communication in accordance with the Data Protection Legislation, and if requested by the Company provide evidence of such consent;
  - 5.1.4 only pass on personal data to the Company where it has first obtained the individual data subjects' express consent to do so including consent to receive third party marketing by electronic means, and if requested by the Company provide evidence of such consent;
  - 5.1.5 not engage in and/or facilitate spamming, indiscriminate advertising or unsolicited electronic communications, use of pop-ups or pop-up/under advertising;
  - 5.1.6 within the Programme Material or in the course of delivering the Affiliate Services inform customers of the Affiliate's identity and contact details, (including a freephone contact telephone number and postal and email addresses), so that it is clear to customers that material is attributable to the Affiliate and so that customers may contact the Affiliate directly to request that marketing is ceased; and
  - 5.1.7 notify customers of what their details and any personal data will be used for.
- 5.2 In the provision of the Affiliate Services, the Affiliate shall:
- 5.2.1 to the extent that the Affiliate displays any Programme Material which refers, directly or indirectly, to the Company, ensure all Programme Material contains a simple and quick method at no cost (other than sending the message) to allow the Customer to opt out of receiving future Product Promotional Material as required by Data Protection Legislation;
  - 5.2.2 promptly comply with any customer opt-out requests;
  - 5.2.3 have a system in place to deal with complaints about unwanted marketing; and
  - 5.2.4 manage and regularly update a suppression list of customers (rather than merely deleting the details) who have contacted the Affiliate directly to opt out of marketing, or in relation to customers which the Company has notified the Affiliate to remove from its contact lists, or the Affiliate otherwise reasonably believes should be removed from contact lists pursuant to the Data Protection Legislation, for all Affiliate Services and ensure adequate procedures are in place to prevent Affiliate Services being disclosed to parties detailed on that list.
- 5.3 Following the transfer of a Customer or their data from the Affiliate to the Company, the Company shall own the data and be entitled to pass such data onto service providers, provided that the Customer has consented to such transfer of data.

## 6. **ANTI-BRIBERY AND ANTI-CORRUPTION MEASURES**

- 6.1 In performing its duties under this Agreement, each party will comply with all applicable anti-bribery and anti-corruption laws and related regulation and guidance. In particular, each party hereby acknowledges and agrees;
  - 6.1.1 to comply with UK Bribery Act 2010 and all Applicable Requirements and it shall not engage in any activity, practice or conduct which could be construed as a violation of the Applicable Requirements, including but not limited to offering a bribe or making a facilitation payment to any person;
  - 6.1.2 that it will use its reasonable endeavors to ensure that its activities in connection with or relating to its obligations under this agreement will not put the other party in breach of any anti-bribery and anti-corruption laws (and related regulation and guidance);
  - 6.1.3 that it will ensure that it has and maintains throughout the duration of this Agreement appropriate internal policies and procedures within its organisation to prevent bribery by its workforce and other people under its control.
- 6.2 Each party undertakes that to the best of its knowledge and belief and having conducted reasonable investigations', none of its agents, sub-agents, employees and sub-contractors have done any act or thing in connection with, or relating to, its obligations under or in connection with this Agreement that would violate any anti-bribery or anti-corruption laws.
- 6.3 each party undertakes that it will comply with all Applicable Requirements relating to the prevention of money laundering and terrorist financing, including but not limited to, the UK Money Laundering Regulations 2007.

## **7 ADVERTISING AND MARKETING**

### **7.1 The Affiliate shall at all times:**

- 7.1.1 not hold itself out as the Company or advertise or promote itself as the Company or as a trading entity or associated company of the Company; including by displaying any of the Company's licenses , or data protection registration numbers, or copying and representing any of the Company's website terms of use or privacy policy;
- 7.1.2 develop an independent and distinct privacy policy and website terms of use to be maintained upon the Affiliate's website.

### **7.2 In the provision of the Affiliate Services, the Affiliate shall:**

- 7.2.1 to the extent that the Affiliate displays any Programme Materials which refer, directly or indirectly to the Company or any Lead Buyer, ensure all Programme Materials are presented in a manner which is fair, clear, not misleading, comprehensible, legible and accurate;
- 7.2.2 remove any Programme Materials from any third party website or otherwise displayed upon the internet if reasonably instructed to do so by the Company.

### **7.3 In the provision of the Affiliate Services, the Affiliate shall not:**

- 7.3.1 make any charge to the Customer, offer any inducements or incentives (unless the Company has given written consent in advance), or make any representations or misleading statements to the Customer to persuade him to access the Company's Website or call the Company's Call Centre;



- 7.3.2 engage in any unacceptable practices, including displaying links or Banners to the Company's Website from third party websites which (in the Company's sole view) contain objectionable content, which may include defamatory, obscene, defamatory, violent, discriminatory, hate-oriented, illegal or other morally questionable material; or
- 7.3.3 engage in advertising methods forbidden in the Company's instructions to the Affiliate from time to time, including, delivering the Affiliate Services using incentivised social media traffic.

## **8 OBLIGATIONS OF THE AFFILIATE**

### **8.1 The Affiliate shall at all times:**

- 8.1.1 monitor updates and comply with applicable guidance including but not limited to; the FCA's rules and guidance, , and the ICO's guidance, particularly that relating to electronic marketing;
- 8.1.2 observe the best commercial and compliance practices in its performance of the Affiliate Services;
- 8.1.3 carry on its business in accordance with the spirit as well as the terms of any legislation affecting the provision of the Affiliate Services including but not limited to the FCA's guidance and guidance and best practice imposed by ASA , , ICO and the Other Regulatory Requirements;
- 8.1.4 comply with all applicable guidance and codes issued by regulatory authorities including but not limited to the FCA, , ASA, ICO and FOS;
- 8.1.5 treat all its customers fairly;
- 8.1.6 not charge any Customer a fee for provision of the Affiliate Services;
- 8.1.7 not hold itself out as an agent of the Company or advertise or promote itself as the Company's agent;
- 8.1.8 conduct its business with transparency and to disclose its status and the fact of any Fee that may be received by the Affiliate in all cases and, where specifically requested to do so by a Customer, the amount of such Fee;
- 8.1.9 notify the Company immediately in writing should a material adverse change in the condition or operations of the Affiliate's business occur during the term of this Agreement;
- 8.1.10 notify the Company immediately if it becomes subject to any investigation by the FCA, the ICO or other law enforcement or regulatory body whether or not the investigation is related to the Affiliate Services; and
- 8.1.11 maintain up to date and accurate account information including contact information, details of customers marketed, details of the websites linked or used to display the Programme Material, third parties engaged or involved, visitor tracking information in the Affiliate's control and any other information relating to the delivery of the Affiliate Services and use of the Programme Materials that the Company reasonably requires (the Programme Account Information). The Affiliate agrees to provide the Company with accurate and up to date Programme Account Information on request.

- 8.2 In the provision of the Affiliate Services, the Affiliate shall notify the Company immediately on becoming aware of any complaint by a Customer or any breach or potential breach of the , FCA, the Data Protection Legislation, the Money Laundering Legislation, or the Other Regulatory Requirements and provide such assistance and information as the Company may require in dealing with the matter including forwarding letters of complaint, conducting investigations and providing the Company with assistance in responding to complaints where necessary.
- 8.3 The Company reserves the right to conduct an audit of the Affiliate in order to assess the Affiliates compliance, upon providing the Affiliate with 14 days notice in writing.
- 8.4 In the provision of the Affiliate Services, the Affiliate shall not:
- 8.4.1 amend the substance or, format of, create new Programmed Material, without the prior consent of the Company;
  - 8.4.2 in any way misrepresent the Company or our terms of business;
  - 8.4.3 deal with any third party in such a way as to lead that third party to expect payment from the Company (unless the Company has given such written agreement in advance);
  - 8.4.4 sell the Programme Material to a third party.

## **9 INDEMNITY**

- 9.1 The Affiliate will indemnify the Company (including the Company's officers, directors, employees and agents) and keep them indemnified from and against all claims, costs, liabilities, loss, injury or damage (including any legal costs or expenses and any compensation payment and disbursements) which may incur as a result of:
- 9.1.1 any fraudulent act or breach by the Affiliate of any of the terms of this Agreement or of the Company's instructions or procedures; and/or
  - 9.1.2 the Affiliate's conduct/misconduct being a factor in any decision of the FOS, a competent court or any regulatory body or tribunal that the Customer was treated unfairly or any of the legal requirements under the FCA, ICO Data Protection Legislation, Money Laundering Requirements or Other Regulatory Requirements have not been complied with.
- 9.2 The Affiliate will indemnify the Company (including the Company's officers, directors, employees and agents) and keep them indemnified from and against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the Affiliate infringing any Intellectual Property Rights owned by a third party or the Company.

## **10 WARRANTIES**

- 10.1 The Affiliate warrants that:

- 10.1.1 neither it nor any of its employees have been involved in, charged with or convicted of any offence involving fraud or dishonesty;
- 10.1.2 all business sent to the Company by the Affiliate is administered in accordance with the Company's instructions
- 10.1.3 it is in compliance with all applicable laws; and
- 10.1.4 it currently holds valid FCA authorisation or it does not require a FCA authorisation to engage in the Affiliate Services; and
- 10.1.5 it will not supply the Company with leads/data which they have already sold to another company and received back as a reject where the purpose is that for which the Customer has contracted.

## **11 FEES**

- 11.1 The Affiliate will be paid a Fee for each customer referred which results in an agreed Payable Action accepted by the Company which is attributable to the Affiliate's provision of the Affiliate Services as determined by the Company considering the Tracking Codes.
- 11.2 The Company reserves the right to reasonably estimate the directions resulting from the Affiliate Services if there is any error in the Tracking Codes.
- 11.3 The Company reserves the right to vary the rate of Commission at any time without notice.
- 11.4 The Affiliate shall only be entitled to receive payment of A Fee in the event that the balance of the Affiliate's Fee account is equal to or greater than £25 (the Account Threshold). If the balance of the Affiliate's account with the Company does not satisfy the Account Threshold in any given calendar month, the balance of the account shall be transferred to the balance of the succeeding month.
- 11.5 The Company will provide the Affiliate with a report on Fees owed at the end of the billing period. Subject to the provisions of Clause 10.4, the Company shall pay the undisputed Fees due each month for the previous month's Affiliate Services, ten (10) days after the end of the month in which the Fee was accrued (or within such period as otherwise reasonably agreed in writing by both Parties), via bank transfer from the Company's bank account.
- 11.6 If the Affiliate disputes any sum paid by the Company it must notify the Company in writing of such dispute, giving full details of the same and of the actual sum it claims on bona fide grounds it is due to be paid within ten (10) days of the date of receipt of the Fee payments.
- 11.7 Should the Affiliate suspend or terminate the performance of the Affiliate Services in the event that it determines that the Company is in breach of applicable law or this Agreement, the Company shall remain responsible for payment of all undisputed fees for performance of Affiliate Services by the Affiliate up until the date of any such suspension or termination.
- 11.8 The Fee specified therein shall be the only sums to which the Affiliate is entitled from the Company unless otherwise agreed and the Company will have no responsibility for any costs, fees or expenses which the Affiliate has negotiated or incurred with any other party.
- 11.9 The Company will not be liable to any person for any fees or disbursements incurred by the Affiliate or any person in the Affiliate's employment or acting as the Affiliate's agent unless the payment of such fees or disbursements has previously been accepted by the Company in writing. If, in breach of this

condition, the Affiliate or any person in the Affiliate's employment or acting as the Affiliate's agent incurs a fee or disbursement which the Company pays, the Company may require an immediate reimbursement which the Affiliate will pay on demand, and the Company reserves the right to set off such fee or disbursement off against any monies owed to the Affiliate.

- 11.10 Any sums, including interest, due to be paid by the Affiliate to the Company under this Agreement may be set off against any Fee due to the Affiliate.
- 11.11 On termination of this Agreement pursuant to Clause 14, Fee arrangements shall be determined in accordance with Clause 15.
- 11.12 All Fees are gross amounts payable to the affiliate and include any applicable taxes & fees.

## **12 CONFIDENTIALITY**

- 12.1 The Affiliate shall not disclose or divulge or allow to be disclosed or divulged to any person, firm or company, any Confidential Information which the Affiliate receives or obtains in the course of providing the Affiliate Services in accordance with this Agreement and shall keep confidential all such information both during the period of this Agreement and after its termination whether such termination be by agreement or notice or as a result of default by either Party.

## **13 INTELLECTUAL PROPERTY RIGHTS**

- 13.1 The Parties acknowledge that each of them may develop ideas for new Affiliate Services or new methods of advertising the Promotional Material. The Parties agree that such information is Confidential Information.
- 13.2 The Parties agree that the Intellectual Property Rights in any work created for the purposes of this Agreement shall vest in the Party creating the work. Such Party shall however, grant a non-exclusive licence to the other Party to use such work for the purpose of carrying out its obligations under this Agreement.
- 13.3 Neither Party shall acquire by reason of this Agreement or otherwise, any rights in the other's Intellectual Property Rights (including, without limitation in the brand name of either Party).
- 13.4 The Affiliate shall not unlawfully use or infringe any Intellectual Property Rights of the Company or any third party including the Company's and the Lenders' competitors in the market.
- 13.5 Without prejudice to Clauses 8.2 or 13.4, the Company shall not be liable for any infringement by the Affiliate of any third party Intellectual Property Rights and the Affiliate will be solely responsible for any third party claim made against the Affiliate for the infringement of a third party's Intellectual Property Rights.
- 13.6 The Affiliate warrants that it has not infringed any third party Intellectual Property Rights.

## **14 TERMINATION**

- 14.1 This Agreement may be terminated at any time upon not less than thirty (30) days written notice given by either Party to the other but without prejudice to the accrued rights of either Party if a breach of the provisions of this Agreement has occurred.
- 14.2 The Company may terminate this Agreement immediately upon notice in writing to the Affiliate for any breach of this Agreement.
- 14.3 The Company shall also be entitled to terminate this Agreement immediately by written notice should the Affiliate:
- 14.3.1 fail to observe any of the provisions of the Company's reasonable instructions or standard procedures; or
  - 14.3.2 act in a manner, which, in the Company's opinion, adversely affects its position with regard to any statutory licensing provisions, the enforceability of Loans or its reputation.
- 14.4 The Company may terminate this Agreement in the event that restrictions are imposed on the Company by any regulators, the Lenders on the Company's panel or restrictions are placed upon the Company's FCA permissions. Termination on this basis shall constitute Confidential Information.
- 14.5 Notwithstanding the above Clause 14.2, either Party shall be entitled to terminate this Agreement immediately upon notice in writing to the other if the other:
- 14.5.1 Ceases to trade or makes an arrangement with, or enters into a compromise with its creditors, becomes a subject for voluntary arrangement, scheme of arrangement, receivership, administration, liquidation, bankruptcy or winding up, is unable to pay its debts or otherwise becomes insolvent;
  - 14.5.2 commits a material breach of this Agreement and where the breach is capable of remedy has failed to remedy such breach within thirty (30) days of being given written notice requiring remediation;
  - 14.5.3 if it is determined by the FCA in guidance or otherwise that the Affiliate Services requires a Licence or authorisation and the Affiliate has not been granted a Licence or been duly authorised by the FCA.; or
  - 14.5.4 in cases where fraud is proven or is reasonably suspected to have been committed by the Affiliate.

## **15 EFFECT OF TERMINATION**

- 15.1 In the event of termination of this Agreement in accordance with Clause 13, any undisputed sums due from either Party to the other shall continue to be due post-termination.
- 15.2 Fees will be paid in accordance with the Company's normal terms on all cases approved and paid out before the date of termination, subject to any right of set off being exercised in accordance with Clause 10.9.
- 15.3 Applications after the date of termination, resulting from a link or other direction attributable to the Affiliate, which has not been properly removed by the Affiliate in accordance with this Agreement (Post

Termination Applications), shall not constitute a continuation or renewal of this Agreement or a waiver of the termination of this Agreement.

- 15.4 The Affiliate agrees that Fees or any other payments shall not be due and cannot be claimed by the Affiliate in respect of Post Termination Applications.
- 15.5 Any liability of the Affiliate to pay money to the Company or to indemnify the Company against any liability shall continue notwithstanding the termination of this Agreement.
- 15.6 On termination of this Agreement:
  - 15.6.1 all pre-existing rights and obligations, which have accrued to or are owed by either Party under it continue in effect;
  - 15.6.2 the Affiliate agrees not to represent itself as being in any way connected with the Company;
  - 15.6.3 the Affiliate shall, as soon as practicable, but in any event within fourteen (14) days of termination of this Agreement, deliver to the Company all materials, documents, papers and any other items or property belonging to the Company or which relate to their business; and Version 1.1 Page 18
  - 15.6.4 the Affiliate shall, as soon as practicable, but in any event within fourteen (14) days of this Agreement, remove any Promotional Materials from any third party website or otherwise displayed upon the internet.

## **16 NOTICES**

- 16.1 Any notice, request, instruction or other document to be given hereunder shall be delivered, sent by first class post, recorded delivery, facsimile transmission (confirmed as successfully dispatched) or email (confirmed as successfully delivered), to the address or to the facsimile number or email address notified to the other Party from time to time.
- 16.2 Any such notice or other document shall be deemed to have been served:
  - 16.2.1 if delivered when left at the address;
  - 16.2.2 if sent by first class post or recorded delivery upon the expiration of two business days after posting;
  - 16.2.3 if sent by facsimile transmission upon the expiration of twelve (12) hours after dispatch;
  - 16.2.4 if sent by email, Monday to Friday between the hours of 9am and 5pm, one (1) hour after dispatch, if sent outside the foresaid hours, then the next working day.

## **17 FORCE MAJEURE**

- 17.1 The Parties shall not be liable for any breach of their obligations, acts or omissions hereunder resulting from an Event of Force Majeure. Where an Event of Force Majeure arises, the Party whose obligations are suspended by virtue of the Event of Force Majeure shall use all reasonable endeavors to mitigate the effect of such circumstances and to carry out such

obligations or duties hereunder in such other way as may be reasonably practicable in all circumstances.

- 17.2 The Parties agree to give notice to each other as soon as is reasonably practicable after first becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 17.3 In the event of a Party receiving notice from the other pursuant to Clause 17.2, both Parties shall, within fourteen (14) days of the notice, jointly determine what measures, if any, can be put in place to prevent the occurrence (where possible) or mitigate the effect of the Event of Force Majeure.
- 17.4 If a default due to an Event of Force Majeure continues for more than four (4) weeks after expiry of the fourteen (14) day period provided for in Clause 17.3, the Party not in default shall be entitled to terminate this Agreement with immediate effect by giving written notice to the other. The Parties shall have no liability to each other in respect of the termination of the Agreement as a result of an Event of Force Majeure, but rights and liabilities, which have accrued prior to termination, shall subsist.
- 17.5 Clauses 17.2 to 17.4 shall not apply in circumstances where there is an effective implementation of a business continuity plan.

## **18 WAIVER**

The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach by the same or other provisions, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or power or privilege that it has or may have operate as a waiver of any breach or default by the other Party.

## **19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Except as stated in this Agreement, a person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act.

## **20 GOVERNING LAW AND JURISDICTION**

The formation, construction, performance, validity, and all aspects whatsoever of this Agreement shall be governed by English Law and the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts.

## **21 VARIATION**

The Company reserves the right to amend this Agreement from time to time on the provision of a notice to the Affiliate in accordance with Clause 15. The Affiliate agrees that any notice of this Agreement in amended form and the Affiliate's continued provision of the Affiliate Services thereafter will constitute notice to the Affiliate of any variation to this agreement.

## **22 ASSIGNMENT**

22.1 The Company may at any time:

22.1.1 assign any of its rights under this Agreement

22.1.2 transfer any of its obligations under this Agreement;

22.1.3 subcontract or delegate any of its obligations under this Agreement; and/or

22.1.4 charge or deal in any other manner with this Agreement or any of our rights or obligations.

22.2 The Affiliate shall not, without the prior written consent of the Company:

22.2.1 assign, transfer or novate this Agreement in favour of any third party;

22.2.2 sub-affiliate, delegate or sub-contract any of its services or obligations under this Agreement.

## **23 ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein and supersedes and cancels all prior communications, representations, warranties and agreements whether oral or written between the Parties.

## **24 NO PARTNERSHIP**

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties.

## **25 AGENCY**

25.1 The Affiliate acknowledges that it has no authority to enter into any contract, make any representation, give any warranty or incur any liability on behalf of the Company, or collect any payment on behalf of the Company, without the prior written consent of the Company.

25.2 Nothing in this Agreement is intended to give rise to an agency relationship between the Parties.

## **26 SEVERANCE**

If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.



**United States of America Affiliate Terms and Conditions**

These Affiliate Terms and Conditions (“Terms”) are intended to be incorporated by reference into one or more Insertion Orders entered into between Ping Tree, USA, Inc. (“Company”) and the marketing affiliate specified on the incorporating Insertion Order (“Affiliate”). These Terms, together with any Insertion Orders entered into by Company and Affiliate, are collectively referred to as the “Agreement.” Any capitalized terms not defined in this Agreement will have the same meaning as in the incorporating Insertion Order. In the event of a conflict between these Terms and the incorporating Insertion Order, the Insertion Order will prevail.

Last Updated: 4<sup>th</sup> August 2015

## Section 1. Definitions

As used in the Agreement, the following terms shall have the meanings set forth below:

1.1 Action means some act or conduct that a User must complete as specified by Company or in an IO, including, but not limited to, as applicable, clicking on an advertisement, filling out an on-line form with fields specified by Company, or purchasing a product.

1.2 Advertise means to engage in activity designed to induce a User to view an advertisement, complete an Action, or provide Lead Data, including but limited to (i) displaying (or in the case of sound, emitting) traditional on-line advertisements, such as banner ads; (ii) inserting Advertising Material into contextually relevant websites or other Internet Properties; (iii) purchasing keywords on search engines; (iv) hosting webpages (including landing pages); (v) search engine optimization activities, such as embedding metadata in webpages or designing such webpages to rank highly on search engines; and (vi) hosting a webpage designed for Users to input their Lead Data into it.

1.3 Advertising Material means any images, text, sound, video or other content used as, or as part of, an advertisement.

1.4 Ad Code means an HTML or other tag or code (including a tracking pixel) (i) that causes the display of advertisements; (ii) that permits Company or Affiliate to track information about Users viewing or clicking advertisements, or otherwise completing Actions; or (iii) that causes a User to be sent to an Internet Property specified by Company.

1.5 Insertion Order or IO means an agreement entered into by Company and Affiliate relating to a specific advertising campaign or marketing program and incorporating these Terms.

1.6 Internet Property means any Internet-aware forum, software application or platform by which Users view, access or interact with advertisements. Examples of Internet Properties include, but are not limited to, webpages; online applications; toolbars; social media applications; web-related technologies that contain or transmit content to Users (e.g. Adobe Flash); mobile applications (sometimes called “apps”); and e-mail lists, newsletters, or platforms that transmit electronic messages or mail.

1.7 Laws means, individually and collectively, any federal, state, local, foreign, regional, or provincial laws, regulations, interpretative guidance, statutes, ordinances, guidelines, directives or requirements promulgated by any governmental or quasi-governmental entity, including, without limitation, anything promulgated by or pursuant to the Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley Act), Federal Trade Commission (“FTC”) (such as, but not limited to, the FTC’s Safeguards Rule (16 CFR Part 314), the Guides Concerning the Use of Endorsements and Testimonials in Advertising, and the Dot-Com Disclosure), Consumer Financial Protection Bureau (“CFPB”), Massachusetts 201 CMR 17.00 et. seq, CAN-SPAM of 2003, Restore Online Shoppers Confidence Act, and a state attorney general.

1.8 Lead Data means certain information entered, in real-time, by a User on an Internet Property owned or exclusively controlled by Affiliate or a Sub-Affiliate, containing any fields of information specified by Company.

1.9 Non-personal Data means any information that alone, or in combination with data easily found on the Internet, is not capable of individually identifying a User, including but not limited to IP Address (if not associated or likely to be associated with other information that renders it capable of identifying an individual User), client browser information, non-identifying cookie, and referral link information.

1.10 Party means either Company or Affiliate.

1.11 Personal Data means any information or combination of information capable of identifying or reasonably identifying an individual User, including but not limited to a User’s

profile, picture, name, precise geographic location, telephone number, driver's license number, social security number, credit card information, bank information and physical and e-mail addresses.

1.12 Prohibited Materials means, as determined in Company's sole good-faith discretion, (i) pornography or sexually explicit content; (ii) materials that promote or glorify violence, firearms, or other weapons; (iii) materials communicating hate or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (iv) materials promoting illegal activities; (v) materials promoting gambling or sales or use of alcohol, tobacco, or firearms; (vi) profane or obscene language; (vii) materials that infringe or violate the rights of others (including copyright, trademark, trade secret, privacy and/or publicity rights); (viii) defamatory, libelous, obscene, offensive or harmful material; (ix) materials that violate any applicable Laws; (x) materials targeted at or designed to appeal to children under the age of 13; (xi) any other materials which are likely to be considered objectionable by Company's customers or may reflect unfavorably on Company or its products, services or brands, and (xii) materials that violate the prohibitions contained in any IO. **[Note to Client:** Do you have an online AUP or other periodically updated list of items to prohibit?]

1.13 Qualifying Revenue means revenue from the first sale or transaction after the User clicks on an advertisement or completes a valid Action, which is actually collected by Company, less certain expenses and offsets decided by Company in its sole and absolute discretion. Expenses and offsets deducted from Qualifying Revenue include, not are not limited to: credits, credit card or other payment processing fees, commissions or discounts to agencies, mailing costs, allocation of operational costs (including virtualized computing, hosting and bandwidth) as determined by Company, chargebacks, bad debt expenses, uncollected amounts, deductions for fraud, refunds for undelivered, misdelivered or invalid impressions or non-Qualifying Traffic, taxes (excluding taxes assessed on Company's net income) and other governmental charges, agency and referral fees, and adjustments made by Company or its vendors or customers to amounts paid or payable to the relevant publisher based on the quality of Users and/or validity of Actions (all as determined by Company in Company's sole and absolute discretion).

1.14 Qualifying Traffic means unique, human Users who intentionally interact with Advertising Material on an Internet Property and are either tracked using the Ad Codes for Affiliate or performing an Action. Qualifying Traffic specifically excludes all fraudulently generated traffic, as determined by Company in its sole good-faith discretion. By way of illustration and not limitation, Qualifying Traffic does not include Users originating from Affiliate's IP address, affiliated with Affiliate, its Sub-Affiliates or their respective contractors or related persons in any way, or any User related to Company or Company's service providers or vendors. Qualifying Traffic also does not include Users' interactions generated in connection with Affiliate or another party engaging in any of the following: (i) directly or indirectly encouraging any non-human interactions with the Ad Codes, including but not limited to, use of robots, spiders, automatic redirects, or other artificial, automated or electronic means to click on or display the Advertising Material or complete Actions; (ii) directly or indirectly offering any person or entity any consideration, incentive or item of value (including, without limitation, payment of money (including any rebate), or granting of any discount or other benefit) for using Ad Codes or taking any Action in connection with an advertisement (e.g., by implementing any "rewards" program); (iii) pre-populating or filling in the contents of any electronic form; (iv) violating any obligation, representation, or warranty in this Agreement or any relevant IO; (v) running Advertising Material after the expiration of any specific flight dates set by Company, or after any relevant caps on clicks or other Actions has been reached; (vi) running Advertising Material which has been superseded by other Advertising Material furnished by Company; (vii) requiring Users to click on Advertising Material before entering

any area of an Internet Property; or (viii) otherwise committing any act or omission that could adversely affect the quality of Actions generated from the Affiliate's webpage or other Internet Property.

1.15 Sub-Affiliate means a person or entity having a business relationship with an Affiliate that fulfills or helps to fulfill any marketing obligations of Affiliate.

1.16 User is an individual that might see and interact with an online advertisement.

## **Section 2. Eligibility and Application**

2.1 Registration. To apply to become a part of Company's marketing affiliate program, Affiliate shall submit any information or materials requested by Company and shall specify any Internet Properties that will participate in Company's program. Company reserves the right to reject the application for any reason at any time, in its sole discretion. If any of the information supplied as part of the application changes, at any time, Affiliate must immediately inform Company of the changes. Company may withdraw approval of an Internet Property at any time in its sole discretion.

2.2 Prohibited Materials; Prohibited Keywords. In addition to other criteria that Company may use to evaluate Affiliate's application, Affiliate represents and warrants that its Internet Properties do not contain or promote Prohibited Materials and that any Advertising Material used to Advertise in connection with this Agreement do not contain or promote Prohibited Materials. Affiliate further represents and warrants that any application submitted on behalf of Affiliate is truthful, complete, accurate and non-misleading in all respects. Affiliate also will not directly or indirectly (or permit a third party to) bid on or utilize any Protected Keyword with any search engine provider (including Google AdWords), or use or display any Protected Keyword in or connection with any URL, Advertising Material, metatag or Internet Property. A "Protected Keyword" shall mean (i) any keyword appearing on such list(s) as may be provided to Affiliate by Company from time to time, or (ii) any other trademark, product or business name belonging to Company or a third party (unless the relevant trademark owner has granted Affiliate a written license to bid on or use such trademark or name as a search keyword).

2.3 Account Interface. Company in its sole discretion may provide an affiliate dashboard or account interface where Affiliate may register create a unique, password-protected account and/or download Ad Codes relevant to campaigns specified in an IO.

## **Section 3. Advertising Campaign**

3.1 Generally. Company and Affiliate may execute IOs for Affiliate to direct User traffic to Company on Company's behalf or to sell Lead Data to Company. Affiliate shall deliver any advertisements or Lead Data in accordance with the requirements in the IO and these Terms. Company may provide Ad Codes to direct Users to one of Company's Internet Properties. All Ad Codes (whether provided by Affiliate or Company) must employ a means, determined by or otherwise acceptable to Company, of uniquely identifying Affiliate and permit Company to associate valid impressions, clicks or other Actions with Affiliate. Affiliate shall not tamper with, disable or change any of Company's Ad Codes.

3.2 Nature of Advertising Material. Company may provide Advertising Material to Affiliate in the form of ready-to-use advertisements or in the form of various logos, pictures, text, or other creative material. In either case, Affiliate may not alter the submitted Advertising Material or create new advertisements, unless it first obtains Company's written approval, which may be granted or withheld in Company's sole discretion. Affiliate shall submit any new or altered Advertising Material to Company and shall not publicly display it without Company's prior written approval. Affiliate may not alter any Advertising Material in any manner except as expressly permitted in this paragraph.

**3.3 Ownership of Advertising Material.** Company (and its licensors, as applicable) shall be the exclusive owner of all rights (including, without limitation, all copyrights and trademarks throughout the world) in the Advertising Material, including, without limitation, in any modifications or alterations in the Advertising Material created or provided by Company pursuant to the Agreement. For the duration of this Agreement and solely for the purpose of fulfilling Affiliate's obligations under this Agreement, Company hereby grants Affiliate a worldwide, non-exclusive, non-transferable, non-sub licensable (except as expressly permitted in Section 3.5 below), revocable, limited, royalty-free license to use, copy, distribute and display the Advertising Material on approved Internet Properties as provided in Section 3.4 below and to use any Ad Codes provided by Company solely for this purpose. If Affiliate creates any Advertising Material on behalf of Company, it automatically and irrevocably assigns and transfers to Company all ownership rights (including all copyrights) in such created Advertising Material and agrees to execute and deliver all documents and take any other actions requested by Company for the purpose of confirming, recording, perfecting or enforcing Company's ownership rights in such Advertising Material. In addition, Affiliate waives and relinquishes all "moral rights" or similar rights throughout the world in any Advertising Material created for Company pursuant to this Agreement. Company reserves all rights not expressly granted in writing.

**3.4 Placement.** Subject to Section 3.5 below, Affiliate shall only Advertise on Internet Properties owned or exclusively controlled by Affiliate that were expressly approved by Company in the initial application for Company's marketing affiliate program or afterwards by Company's express written consent. Affiliate may propose new Internet Properties to Advertise from time to time, but each must receive Company's express written consent before Affiliate may Advertise on them. Affiliate shall immediately comply with Company's requests to modify, alter or otherwise change the positioning, placement or other aspects of editorial decision-making related to the Advertising Material. Permitted channels and forms of Advertising (if any) other than the placement of links on approved Internet Properties shall be as specified in an IO. Under no circumstances may Affiliate engage in SMS marketing.

**3.5 Advertising by Sub-Affiliates.** Affiliate shall not allow Sub-Affiliates to use Company's Ad Codes, or otherwise Advertise or distribute or display Advertising Material, without Company's express prior written consent, which may be granted or withheld in Company's sole discretion. Company must approve each individual Sub-Affiliate in writing and in advance. Even with such consent, Affiliate assumes full liability for any Sub-Affiliate's actions or omissions and shall ensure their full compliance with all terms and conditions of the Agreement. Any action or omission of a Sub-Affiliate shall be deemed as if Affiliate had so acted or not acted. If Company or a third party complains about any activities of a Sub-Affiliate, Affiliate shall immediately, as directed by Company; (i) provide Company with all requested information concerning such Sub-Affiliate; (ii) cause such Sub-Affiliate to strictly comply with all terms and conditions of the Agreement, and/or (iii) terminate such Sub-Affiliate from further participation in Company's marketing affiliate program. If Company approves a Sub-Affiliate to Advertise under this Agreement, Company represents and warrants that any Lead Data provided by the Sub-Affiliate to Company will only be from Internet Properties owned or exclusively controlled by the same Sub-Affiliate. Each Sub-Affiliate will be given an exclusive, unique identifier and any Internet traffic or Lead Data provided to Company from the Sub-Affiliate must contain such identifier. A Sub-Affiliate shall never have more than one of such identifier and it shall never change, even if such Sub-Affiliate terminates and resumes its relationship with Affiliate.

**3.6 Removal/Replacement of Advertising; Pauses; Additional Guidelines.** Company has the right to require Affiliate to remove Company's Ad Codes or Advertising Material from any Internet Property (or replace them with updated Ad Codes or Advertising Material) at any time and for any reason. Upon receipt of such notice, Affiliate shall implement such request within

six (6) hours and shall use commercially reasonable efforts to do so as soon as possible. Company may also require Affiliate to pause a campaign at any time. From time to time, Company may provide Affiliate with additional guidelines regarding permissible and non-permissible Advertising activities (“Guidelines”). Any such Guidelines are hereby incorporated by reference in the Agreement.

3.7 Lead Data. The following provision shall apply to any IO that provides for Affiliate to sell Lead Data to Company.

3.7.1. Generally. Company and Affiliate may agree to an IO where Affiliate will provide Lead Data to Company for Users interested in particular types of goods or services. The IO will specify the goods or services and any restrictions on the Lead Data (for example, only Users who have a valid U.S. bank account or no Users from certain states). Company may also specify any specific information needed for each User, including without limitation, first and last name, address, and e-mail address. Any Lead Data provided by Affiliate to Company must be entered by Users in real time on an Internet Property owned or exclusively controlled by Affiliate (or its Sub-Affiliates, subject to Section 3.5). A User completing an on-line form whose data is then submitted to Company as Lead Data will be considered an Action under this Agreement.

3.7.2. Integration. Company shall provide Affiliate and Affiliate shall comply with any integration instructions for selling Lead Data to Company, which may provide for Affiliate placing Company’s iframe-based form on Affiliate’s Internet Properties or sending Lead Data via an application programming interface to Company.

3.7.3. Lead Data Quality. Company shall monitor the quality of the Lead Data provided by Affiliate and shall determine the validity of the Lead Data (and, therefore, the associated Action) and whether it was generated by Qualifying Traffic, in its sole discretion. Company’s determination of Lead Data quality may include, but are not limited to, the following factors: whether the Lead Data contains real names, telephone numbers that actually connect to the person identified by the data, e-mail addresses that do not bounce back, and the percentage of Users who entered in Lead Data that were successfully redirected to a website specified by Company.

3.7.4. Marketing Claims and Terms. Affiliate represents and warrants that any Advertising Material used in connection with providing Lead Data to Company, including any Internet Property on which Lead Data is collected; (a) does not violate any Law and is not misleading or deceptive; (b) is not inconsistent with or exceed the scope of any marketing material Company has previously provided to Affiliate in writing, and (c) is not inconsistent with Company’s privacy policy, located at [http://www.paydayloans.us.com/privacy\\_policy](http://www.paydayloans.us.com/privacy_policy), or terms of use, located at <http://www.paydayloans.us.com/terms>. Affiliate further represents and warrants that it (and its Sub-Affiliates, subject to Section 3.5) has obtained appropriate affirmative, express consent from the User to sell the Lead Data to Company, for Company and its customers to further sell such data, and for the User to be contacted for any purpose related to the goods or services specified in the IO. Upon request by Company, Affiliate shall provide all legally sufficient evidence to conclusively demonstrate the consents required in this Section 3.7.4.

3.7.5. Lead Data Restrictions. Affiliate represents, warrants, and agrees that any Lead Data provided to Company under this Agreement will:

Not be obtained by any unsolicited contacts with Users;

Be obtained, in real-time, from individuals solely and specifically interested in the goods or services listed in the IO;

Be unique and not duplicative of information or other Lead Data provided to Company by Affiliate;

Not be altered in anyway and be exactly as typed in by the User;

Not contain mapping errors, business rule errors or invalid consumer data;

Not include Lead Data from remarketing programs or Users who previously submitted their information and did not provide explicit permission to resubmit their information;

Not have been previously sold, transferred, licensed, or otherwise provided to any other party nor been used by Affiliate or any other party for any purpose; and

Once sold to Company; (i) not be sold, transferred, licensed, marketed, cross-sold or otherwise provided to any other party; (ii) monetized or used in any way by Affiliate or the Sub-Affiliate, if applicable and (iii) without limiting the generality of the foregoing, not remarketed by any other party.

#### **Section 4. Tracking and Reporting**

**4.1 Tracking and Reporting.** Unless otherwise expressly provided in an Insertion Order, Company (or its service provider's) reporting interface shall be the exclusive tracking system for all purposes relating to the Agreement, including for determining amounts owed to Affiliate. Upon Affiliate's request, Company may also place Affiliate's tracking pixel as a convenience to Affiliate. However, in the event of any discrepancy between activity reported by Affiliate's tracking pixel and activity reported by Company's or its service provider's tracking and reporting systems, the latter shall be final, binding and determinative. Where Company or its service provider does not provide a tracking pixel or other tracking mechanism, Affiliate's tracking pixel and reporting interface shall be the initial basis for invoicing under this Agreement.

**4.2 Accuracy of Affiliate Information.** Affiliate shall keep its account information current, complete and accurate, and Affiliate acknowledges and agrees that Company will have no responsibility or liability, directly or indirectly, for any failure to deliver notices or payments as a result of inaccurate or out-of-date Affiliate account information.

#### **Section 5. Payment**

**5.1 Calculation of Payment.** Company shall pay Affiliate based on the payment model specified in the IO and calculated as follows:

(a) For CPM: Number of impressions shown to Qualifying Traffic, divided by 1,000, multiplied by the price specified in the IO;

For CPC: Number of valid clicks on advertisements shown to Qualifying Traffic multiplied by the price specified in the IO;

For CPA: Number of valid Actions derived from Qualifying Traffic multiplied by the price specified in the IO; and

For Revenue Share: Qualifying Revenue derived from Qualifying Traffic, multiplied by a percent decided by Company in its sole and absolute discretion, which may change from time to time without notice and which is based on the quantity, quality, and validity of impressions, clicks, and Actions and User demographic information (such as, but not limited to, the country location of a User's IP address). Affiliate acknowledges that such adjustments are reasonable and customary in the online advertising industry.

**5.2 Valid Actions.** An Action is valid if Company triggers the controlling tracking mechanism to count the Action as valid, and Company does not have reason to invalidate it, at the time of such Action or later. Grounds for invalidation of an Action include, but are not limited to, a

determination by Company that Affiliate has committed fraud or intentional misconduct, that the Action wasn't as a result of Qualifying Traffic, that Affiliate is in violation of any term of this Agreement, or that the Lead Data from such Action violated this Agreement. Affiliate is entitled to no compensation for any invalid Action.

5.3 Fraud. Affiliate must Advertise only with the intention of delivering Qualifying Traffic, Actions, and Lead Data. Affiliate shall not, or knowingly permit or incentivize any person to, inflate the number of Actions through (i) any deceptive or misleading practice, method, or technology including, but not limited to, the use of any device, program, robot or other automated or fraudulent method designed to appear like a live individual, or (ii) any other activity that is likely to cause Users not to be Qualifying Traffic.

5.4 Withholdings, Cancellations, and Chargebacks. Notwithstanding anything to the contrary in this Agreement, Company may withhold, cancel, or chargeback amounts owed or payments already made to Affiliate if Company determines that the amount due or payment was generated by non-Qualifying Traffic or invalid Actions. Chargebacks shall be reconciled or set off against future billables or, if no IOs or marketing activities are ongoing, shall be paid by Affiliate within ten (10) days after notice by Company. Company may also withhold, cancel, set off or chargeback any amounts that a parent, subsidiary or other affiliated company of Company is entitled to under a separate agreement with Affiliate (or any parent, subsidiary or other affiliated company of Affiliate).

5.5 Invoices and Payment Terms. Unless a different payment period or frequency is specified in an IO, Affiliate shall invoice Company for each calendar month based on the controlling tracking mechanism as provided in these Terms, and Company will make payment of the undisputed portion of fees within thirty (30) days after receipt of a proper invoice. All payments will be in US dollars. If Affiliate disputes any aspect of Company's calculation of payment, including the number or validity of Actions or whether a User was properly categorized as Qualifying Traffic, Affiliate shall do so within seven (7) days after receipt of the relevant statement, report or calculation from Company and shall provide specific detailed information to support its claims (as well as access to any other records or information requested by Company to assist in determining the validity of such claims). If Affiliate fails to notify Company of a dispute or provide the requisite supporting information within the seven (7) day period, then Affiliate irrevocably waives all claims and demands relating to the subject matter of the dispute. Company shall evaluate the furnished information and work with Affiliate in good faith to resolve any timely reported dispute; provided, however, that Company's determination based on such evaluation shall be final, binding and conclusive. Affiliate shall not exceed any expenditure caps set by Company from time to time, and Company shall not be responsible for paying for any Actions, valid or otherwise, in excess of any such caps.

5.6 Refund of Prepayment. If the IO calls for Company to prepay Affiliate and Company terminates the IO or Agreement for any reason, Affiliate shall refund any unused amount of the pre-payment within ten (10) business days after receipt of the notice of termination.

5.7 Taxes. Except as expressly stated in an IO and for taxes on Company's net income, all value added, sales, and other taxes arising out of or relating to this Agreement shall be the responsibility of Affiliate. Affiliate acknowledges that its use of Advertising channels and formats other than placing links on its Internet Properties could create nexus under an "affiliate tax" law or any other law or regulation under which nexus for sales or use tax purposes is found to exist due to Advertising, including, without limitation, Chapter 57 of the Laws of 2008 amending the New York State Tax Law. Accordingly, and without limiting any other provision of this Agreement, Affiliate and its Sub-Affiliates are specifically prohibited from engaging in any type of Advertising (including, but not limited to, distributing flyers, coupons, newsletters and other printed promotional materials, or electronic equivalents;



verbal solicitation (e.g., in-person referrals); initiating telephone calls; and sending e-mails) on behalf of Company other than the placement of links on approved Internet Properties, unless specified in an IO. Affiliate shall indemnify, defend and hold harmless Company from and against any and all taxes, other costs, losses, expenses, fines, penalties, interest, damages and liabilities of any type whatsoever (including, without limitation, reasonable attorneys' fees) arising from any actual or alleged breach of the obligations in this Section 5.7.

## **Section 6. Confidentiality and Proprietary Rights**

**6.1 Protection of Confidential Information.** Except as expressly permitted in this Agreement, Affiliate shall not make any disclosure of Company's Confidential Information to anyone other than Affiliate's employees, consultants and other personnel who have a need to know in connection with this Agreement and have executed a written confidentiality agreement containing protections for Company's Confidential Information that are at least as restrictive as those in this Agreement. Furthermore, Affiliate shall not use Company's Confidential Information for any purpose except as necessary to fulfill its obligations under this Agreement. Affiliate shall notify its applicable employees, consultants, and other personnel of their confidentiality obligations with respect to Company's Confidential Information and shall require such persons to comply with these obligations. The confidentiality obligations of Affiliate and its employees, consultants and other personnel shall survive the expiration or termination of this Agreement. In maintaining the confidentiality of Company's Confidential Information, Affiliate shall exercise the same degree of care that it exercises with its own Confidential Information, and in no event less than a reasonable degree of care.

**6.2 "Confidential Information"** shall mean all information of, or concerning, Company, its affiliates, and/or its and their respective directors, partners, officers, employees and members, which is not publicly available and is disclosed to or obtained by Affiliate, including without limitation, software, technical processes and formulas, source codes, product designs, sales, pricing, cost and other unpublished financial information, product and business plans, advertising strategies and revenues, marketing methods, performance of Advertising Material, usage rates, advertising relationships, projections, and marketing and customer data, information about Company's advertiser, network, customer, lead buyer and publisher relationships, as well as information about the relationship between the Parties. "Confidential Information" shall not include any information to the extent that Affiliate can demonstrate such information (a) is, as of the time it is disclosed to or obtained by Affiliate, or thereafter becomes, part of the public domain other than as a result of the acts or omissions of Affiliate, its agents or personnel; (b) was rightfully known to Affiliate as of the time it is disclosed to or obtained in connection with this Agreement, or (c) is subsequently learned from a third party not under a confidentiality obligation to Company. The terms and existence of this Agreement and each IO shall be deemed to be the Confidential Information of Company.

**6.3 Protective Order.** If Affiliate is required by law, regulation, or court order to disclose Company's Confidential Information, it shall immediately provide Company with written notification prior to making any such disclosure in order to enable Company to seek a protective order or other appropriate remedy from the proper authority, and will cooperate with Company with respect thereto. If Company is not successful in precluding the relevant authority from requiring the disclosure of Confidential Information, Affiliate shall only furnish that portion of the Confidential Information that is legally required, and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the Confidential Information.

**6.4 Property of Company.** Company's Confidential Information disclosed to Affiliate (in whatever form, including the Company's dashboard and information within it, this Agreement, and any information in computer software or held in electronic storage media) shall be and remain Company's sole and exclusive property, unless expressly provided for otherwise in this

Agreement. Promptly upon Company's written request or the termination or expiration of this Agreement, Affiliate shall return, in its original format, or destroy all of Company's Confidential Information, which shall not thereafter be retained in any form. If requested by Company, Affiliate shall provide written confirmation of the destruction or elimination of Company's Confidential Information.

6.5 No Publicity. The Parties hereby acknowledge and agree that (a) there shall be no press release or other public announcement regarding the details of this Agreement; and (b) neither Party shall issue any press release or other public or promotional communication referring to this Agreement or using the name or trademarks of the other Party without the express prior written consent of the other Party. The Parties each represent and warrant to each other that they are under no legal duty to announce or otherwise publicly report the existence of this Agreement. Company may, however, refer to this Agreement or the Affiliate if required for securities filings or other regulatory filings or disclosures.

6.6 Non-Circumvention. Affiliate agrees and acknowledges that Company has proprietary relationships with advertisers, lead buyers, customers, advertising networks, and Internet Property and domain owners (collectively, "Partners"). During the term of the Agreement and for six months after any expiration or termination hereof, neither Affiliate nor any affiliated entity, shall, directly or indirectly, on behalf of itself or any other person or entity; (i) solicit, induce or otherwise cause any person or entity who it knows or should reasonably be aware has had a Partner relationship with Company during this period to terminate or reduce the scope of such relationship; or (ii) otherwise make any contact or communication with the purpose or effect of disrupting, or attempting to disrupt, the relationship between Company and another person or entity which Affiliate knows or should reasonably be aware has been a Partner during the above-referenced period, or of circumventing this Agreement.

Notwithstanding the foregoing, to the extent that Affiliate can show through reasonable evidence that a Partner had provided services to or obtained services from Affiliate prior to the date of the Agreement, then Affiliate shall not be prohibited from continuing such relationship.

6.7 Proprietary Rights. The organization, graphics, design, compilation, architecture, magnetic translation, digital conversion, software and other matters related to the Dashboard, Company's Network, their related services, Advertising Tags, Advertising Materials and any other services or materials provided by Company to Affiliate are protected under applicable copyright, trademark and other intellectual property laws. The usage, copying, reverse-engineering, decompilation, redistribution, transfer, licensing, disclosure, editing, modification, duplication, imitation, re-syndication or publication by Affiliate of any part of the foregoing, other than as specifically contemplated hereunder or as expressly authorized by Company in writing, is strictly prohibited. All copyright, trademark and other proprietary notices appearing in any of the foregoing must be displayed without alteration. Affiliate does not acquire any ownership rights to any services or materials made available by Company, and Company (and its licensors) reserves all rights not expressly granted in this Agreement.

6.8 Acknowledgment. Affiliate also acknowledges and agrees that its agreement to and compliance with this Section 6 above are a material inducement for Company's consideration of its application and any grant of permission to participate in Company's Network.

6.10 Injunctive Relief. The Parties agree that any breach of the obligations in this Section 6 will result in irreparable injury to Company for which monetary damages alone would not be an adequate remedy. In the event of any such breach or threatened breach Company will be entitled to specific performance and immediate injunctive or other equitable relief, without the necessity of posting a bond, against Affiliate, its employees, consultants, other personnel, Affiliate's affiliates and their respective officers, employees, agents, or other representatives. Any such relief shall be in addition to and not in lieu of any other relief by way of monetary damages or any other remedy in equity or at law that Company shall have the right to pursue

against Affiliate and its affiliates and their respective officers, employees, agents, or other representatives.

## **Section 7. Term & Termination**

**7.1 Term and Termination.** The term of this Agreement shall continue until it is terminated by either Party in accordance with this Section 7.1. Either Party may terminate the Agreement or any IO for any reason or no reason by giving the other Party two (2) business days' prior written notice, and may also terminate immediately upon notice (which, if Company is the terminating Party, may be e-mail notice to its Affiliate relationship manager at the latest address for such person on file) if the other Party materially breaches the terms of this Agreement or the IO. Upon any termination of this Agreement, all licenses granted hereunder shall terminate automatically.

**7.2 Survival.** The obligations in Sections 5-12, as well as any other provisions hereof which, by their nature, are intended to survive termination of this Agreement (such as the definitions in Section 1), shall survive any such termination.

## **Section 8. Privacy; Data Collection; Compliance**

**8.1 Opt-outs.** Company acknowledges that visitors may require that certain information not be disclosed or otherwise shared with third parties, such as Company. To the extent a visitor has specified certain preferences regarding treatment of their data (including opting-out from having certain information collected or shared for behavioral advertising purposes), whether with Affiliate's Internet Property or with a third party platform that Affiliate uses, Affiliate shall honor Users' opt-out choices in all respects. Affiliate represents and warrants that it shall respect any and all User opt-out choices (including any opt-outs from behavioral advertising or sharing with advertising networks, whether made on Affiliate's Internet Property or elsewhere), including, without limitation, browser do-not-track settings and any privacy settings that limit Affiliate's collection, use, sharing, and storage of Non-personal Data and Personal Data.

**8.2 Privacy.** Affiliate represents, warrants, and covenants that during the term of this Agreement, it shall clearly and conspicuously maintain easy-to-understand privacy policies and other consent mechanisms on all Internet Properties that are compliant with all applicable Laws and that adequately disclose, and are legally sufficient to authorize, any collection, sharing and use of Personal Data and Non-personal Data for the purpose of all activities contemplated by this Agreement or agreed upon by the Parties, including, but not limited to, tracking, controlling, targeting, optimizing and improving advertisements. Specifically, and without limiting any of the foregoing, all such privacy policies shall clearly disclose (i) that Ad Codes and other technical means of tracking, including but not limited to cookies, pixels and flash objects, may be used in Advertising Material or in connection with Internet Properties to collect and share Non-personal Data; and (ii) that third parties serve advertisements in connection with Internet Properties.

**8.3 Ownership of Data.** As between Company and Affiliate, all Personal Data and Non-personal data collected by either Party as a result of an Action or a User's interaction with an advertisement (including, without limitation, Lead Data) will be exclusively owned by Company and, to the extent necessary, upon Affiliate's collection of any such data from a User, Affiliate thereby transfers any right or interest in such data to Company and shall not use or resell that data for any purpose. Notwithstanding Company's ownership of such data and subject to the terms of this Agreement, Affiliate may use data commonly captured by web servers, such as clicks or impressions, the user-agent, the IP address, the referrer link, and date and time the click or impression, in connection with this Agreement and for internal research and analysis.

8.4 Compliance Audits. During the term of this Agreement and for a period of two (2) years thereafter, Affiliate shall maintain true and correct books of account containing a record of all information pertinent to the use of Lead Data, the transactions contemplated by the Agreement, any Advertising Material used in connection with Advertising under this Agreement, and Affiliate's compliance with this Agreement. Company or its agent shall be entitled to review, at its expense, during regular business hours and upon not less than three (3) business days' notice, such books and records for the purpose of verifying Affiliate's compliance with this Agreement. Any such review will be made not more than twice in each calendar year during the term of the Agreement and two years thereafter, unless a prior audit has disclosed an improper use or transfer of Lead Data.

## **Section 9. Warranties**

9.1 Mutual Warranties. Each Party hereby represents and warrants that (i) it is organized and in good standing under the laws of all jurisdictions in which it conducts business activities, is authorized to enter into this Agreement and perform its obligations hereunder, and performance of its obligations will not violate its other agreements or a third party's rights; and (ii) it will comply with all applicable Laws in connection with its activities under this Agreement. Affiliate also represents, warrants and covenants that it shall comply with all Guidelines provided in accordance with these Terms.

9.2 Disclaimer of Warranties Generally. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THESE TERMS, ANY SERVICE, PRODUCT, TOOL, SYSTEM OR MATERIAL (INCLUDING BUT LIMITED TO ADVERTISING MATERIALS AND DASHBOARD) THE COMPANY PROVIDES IS ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND AFFILIATE'S USE OF ANY MATERIALS, PRODUCTS, TOOLS, SYSTEMS OR SERVICES IS AT ITS OWN RISK. ADVERTISER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPLIANCE WITH LAW, SECURITY, ABSENCE OF VIRUSES OR OTHER MALICIOUS SOFTWARE, UNINTERRUPTED USE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. FURTHERMORE, COMPANY DOES NOT WARRANT THAT THE FOREGOING WILL BE UNINTERRUPTED, COMPLETE, ACCURATE, TIMELY, ERROR-FREE, RELIABLE, OR UP-TO-DATE.

9.3 No Control of Internet. UNFORESEEABLE EVENTS OF NATURE OR ACTS OF GOVERNMENT, AS WELL AS ACTION OR INACTION OF THIRD PARTIES, CAN IMPAIR OR DISRUPT EACH PARTY'S OR THIRD PARTIES' CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF) OR THE AVAILABILITY OF INTERNET SERVICES AND COMMUNICATIONS. THESE ACTIONS AND EVENTS INCLUDE MALEVOLENT ACTS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, DENIAL OF SERVICE ATTACKS. COMPANY CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, EXCEPT FOR ITS OWN INTENTIONALLY WRONGFUL ACTS, COMPANY HEREBY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE FAILURE OF DATA CARRIAGE, MALEVOLENT ACTS BY THIRD PARTIES, UNAVAILABILITY OF THE INTERNET OR PORTIONS THEREOF, OR ALL OTHER SIMILAR SUCH EVENTS. TO THE EXTENT THE FOREGOING DISCLAIMERS ARE NOT PERMITTED UNDER APPLICABLE LAW, THEY WILL BE LIMITED SO AS TO BE GIVEN EFFECT TO THE GREATEST EXTENT PERMITTED BY LAW.

9.4 No Guarantee of Profits or Income. Affiliate agree and acknowledges that Company, its affiliates and advertisers, and their respective related entities, agents, officers, directors, members, managers, shareholders and employees, make no representation whatsoever regarding profits, income, or money that Affiliate may generate from entering into this Agreement. Any expression by Company in this regard is an expression of opinion only. Affiliate acknowledges that it was not induced or persuaded to enter into this Agreement and

that it entered into this Agreement by its own free will, without any force or duress, only after thorough and thoughtful investigation, and after having the opportunity to obtain independent advice and counsel.

#### **Section 10. Limitations of Liability.**

IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, IN ANY WAY RELATING TO THIS AGREEMENT OR ANY MATERIAL, SERVICES, TOOLS OR SYSTEMS PROVIDED BY SUCH COMPANY, EVEN IF THE COMPANY HAD BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FURTHERMORE, COMPANY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM OR DAMAGE OR SERIES OF CLAIMS OR DAMAGES, NO MATTER IF BROUGHT IN LAW OR EQUITY OR UNDER CONTRACT, TORT, OR OTHER THEORIES, IS LIMITED TO THE NET AMOUNT OF PAYMENTS REQUIRED TO BE PAID AND STILL OWING UNDER THIS AGREEMENT. To the extent the foregoing exclusions and limitations of liability are not permitted under applicable law, Company's liability in such case will be limited to the greatest extent permitted by law.

#### **Section 11. Indemnification**

11.1 Indemnification. Affiliate agrees to defend, indemnify and hold harmless Company, its affiliated companies, and its and their respective members, managers, shareholders, officers, directors, employees, contractors and agents (collectively, together with the Company, the "Indemnified Persons"), from and against any and all claims, costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) (collectively, "Losses") suffered, sustained or incurred by any of the Indemnified Persons in connection with any third-party claim or demand that arises out of or relates to (a) any actual or alleged breach of the Affiliate's express warranties or obligations this Agreement; (b) the gross negligence or willful misconduct of the Affiliate, its personnel, or any Sub-Affiliate; (c) a violation of applicable Laws by the Affiliate or its personnel; (d) any act or omission of a Sub-Affiliate; or (e) any claim or demand by a Sub-Affiliate.

11.2 Indemnification Rules. Upon receipt of a third party claim or demand for which an Indemnified Person is entitled to indemnification, or in any other event where an Indemnified Person believes it is entitled to indemnification, the Company shall (i) promptly notify the Affiliate in writing of the nature of the claim and the names and addresses of the persons involved in or having an interest in such claim; provided, however, that neither the failure to provide such notice nor any delay in providing such notice shall release the Affiliate from any of its obligations hereunder, except to the extent the Affiliate is materially prejudiced by such failure or delay; (ii) permit the Affiliate to assume defense of such claim or demand; and (iii) reasonably cooperate with the Affiliate, at the latter's expense, in the defense of such claim or demand. The Company and any Indemnified Persons may participate in such defense through counsel of their choosing at their own expense. The Affiliate shall be entitled to exercise control of the defense and settlement of any claim or demand giving rise to the claim to indemnification; provided, however, that the Affiliate may not, without the prior written approval of the Company in its sole discretion, admit liability or enter into a settlement that would impose an obligation on the Company or any of its Indemnified Persons.

#### **Section 12. Miscellaneous**

12.1 Independent Contractors. The Parties are independent contractors and nothing contained in this Agreement shall be deemed to constitute either Party an agent, representative, partner, joint venturer or employee of the other Party for any purpose. Neither Party has, nor shall represent that it has, the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other.

12.2 Conflict. In the event of a direct inconsistency between the IO and these Terms, the IO will prevail with respect to the services and activities under such IO.

12.3 Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof (including but not limited to the scope of the arbitration clause) shall be finally settled by binding arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules (as modified, if at all, by the provisions of this Section 12.3). The parties have thirty (30) days beginning at the commencement of the arbitration to mutually agree on the selection of the arbitrator; if they fail to mutually designate an arbitrator, the administrator of the arbitration shall select an arbitrator who is an attorney in good standing and who has experience with U.S. contractual commercial disputes, and who, whether agreed upon or selected by the administrator, must not have any affiliation with either party or interest in the outcome of the arbitration. The laws of the United States of America and the State of New York shall govern the validity, construction, and performance of this Agreement, without giving effect to the conflict of laws rules thereof to the extent that the application of the laws of another jurisdiction would be required thereby. The place of arbitration will be London, United Kingdom. The arbitration will only be conducted in English. The arbitrator(s) shall not act as *amiables compositeurs* or *ex aequo et bono*. The arbitrator shall specify any monetary award in U.S. Dollars, and any such award must be paid in U.S. dollars. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). Subject to the limitations imposed by this Section 12.3 (if any), the arbitrator(s) shall have the power and full authority to grant any and all relief and remedies, whether at law or in equity, that the federal or state courts in the State of New York may grant, including authority to grant specific performance, injunctive or other equitable relief. No party shall bring a civil action seeking damages or any other remedy founded on this Agreement other than as expressly provided in this Section 12.3. Any award of the arbitrators shall include interest at a rate or rates considered just under the circumstances by the arbitrators, and such arbitration decision shall constitute an "award" by the arbitrators within the meaning of the applicable arbitration rules and law. The decision of the arbitrators shall be final, may not be appealed, may be enforced by any court as if it were a judgment of that court, and may be enforced pursuant to the Federal Arbitration Act, 9 U.S.C Section 9. The parties to this Agreement expressly consent to the jurisdiction of the arbitrators and the International Centre for Dispute Resolution.

**12.4 Entire Agreement; Order of Precedence. Together with the Confidentiality Agreement, this Agreement, including the IO(s) hereunder, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous oral or written understandings and agreements relating thereto except as expressly otherwise provided.**

12.5 Force Majeure. Neither Party shall be responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control, such as riots, war, public disturbance, strike, labor dispute, fire, explosion, storm, flood, acts of God or acts of terrorism. In such event, the affected Party, upon prompt written notice to the other Party, will be excused from performance to the extent of the interference. The affected Party must take all reasonable steps to remove the causes of non-performance and resume performance as soon as such causes are removed.

12.6 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to any law, the remaining provisions shall remain in full force and

effect as if said provision never existed, provided that each Party is able to obtain substantially all of the benefits contemplated by this Agreement.

12.7 Assignment. Affiliate may not assign this Agreement, in whole or in part, and may not assign or delegate any of its rights or obligations hereunder (except as expressly permitted in Section 3.5 above) without Company's prior written consent, which may be granted or withheld in Company's sole discretion. Company may assign this Agreement in whole or in part. This Agreement shall bind all permitted successors or assigns of each party.

12.8 Amendments and Waiver. Except as expressly provided in Section 3.6 above, any proposed amendment or change to this Agreement will only be effective by a writing signed by both parties. No failure or delay by either Party in exercising any rights, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy. No waiver shall be construed or effective unless it is in writing and signed by the Party to be charged.

12.9 No Third-Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.10 No Presumption. The Parties acknowledge and agree that the Parties have participated jointly in the negotiation and drafting of this Agreement. Accordingly, any applicable law or rule of construction that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. If any claim is made by a Party relating to any conflict, omission or ambiguity in the provisions of this Agreement, no presumption or burden of proof or persuasion will be implied because this Agreement was prepared by or at the request of any Party or its counsel.

12.11 Headings and Preamble. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement. The preamble is hereby incorporated as if set forth herein.

12.12 Notices. Except as expressly provided in Section 7.1, any communication required or otherwise made under this Agreement ("Notice") shall be made to a Party at its address in the first paragraph of this Agreement by either personal delivery, certified mail, or commercial overnight delivery. A copy of any Notice addressed to Company shall also be delivered to the attention of Company's General Counsel at Company's address. Notice made pursuant to this Section 12.12 shall be deemed to have been given when such Notice is actually received. A party may change its address for receipt of Notice pursuant to this Section 12.12.

**AFFILIATE ADVERTISING AND LEAD GENERATION AGREEMENT**

**Australia**





**THIS AGREEMENT** will come into effect once the below agreement has been electronically accepted. By electronically agreeing to the Terms and Conditions (Terms) as set out below you agree to the following. The Affiliate should read the terms and conditions of this Agreement carefully. These Affiliate Terms and Conditions may be incorporated by reference into one or more Insertion Orders entered into between Monevo Pty Ltd., (“Company”) and the marketing affiliate specified on the incorporating Insertion Order (“Affiliate”). These Terms, together with any Insertion Orders entered into by Company and Affiliate, are collectively referred to as the “Agreement.” Any capitalised terms not defined in this Agreement will have the same meaning as in the incorporating Insertion Order. In the event of a conflict between these Terms and the incorporating Insertion Order, the Insertion Order will prevail.

Last Updated: 4<sup>th</sup> August 2015

The client hereinafter referred to as “The Affiliate”

The supplier hereinafter is referred to as ‘the Company’

**PARTIES:**

- (1) **Monevo PTY Ltd**, ACN 159 893 471 of Unit 1, 13 Bayview Street, Bronte in the state of New South Wales which term shall where the context allows included associated companies, trading names in use from time to time and any related entity (“the Company”).
- (2) **The “Affiliate”**

each a **Party** and together the **Parties**.

**WHEREAS:**

- (1) The company carries on a referral system for, amongst other things unsecured online loans provided by third party lenders to customers in the form of credit agreements regulated and defined pursuant to the National Consumer Credit Protection Act 2009 (Cth). It is licensed by the Australian Securities and Investments Commission and holds Australian Credit Licence number **434380**.
- (2) The Company operates an affiliate and lead generation programme whereby affiliates may use the Programme Material and thereby promote the Company and provide internet advertising services which divert customers to the Company's Website, the Company's Call Centre or the Affiliate's website for the purposes of generating leads for the Company.
- (3) Affiliates are offered the opportunity to earn a Commission for referring Customers that successfully complete a Payable Action to:
  - (i) the Company's Website or Web Service;
  - (ii) the Company's Call Centre; or
  - (iii) directly to Lenders' websites on the Company's behalf.

- (4) Subject to approval by the Company that the Affiliate has satisfied the Company's due diligence exercise into the Affiliate's proposed methods of advertising and the Affiliate's acceptance of the provisions hereinafter appearing, the Affiliate has been approved as an accredited affiliate to the Company.

**IT IS AGREED** as follows:

## **1 INTERPRETATION**

1.1 In this Agreement the following terms shall have the following meanings:

**Agreement** means this agreement and its schedule.

**Affiliate Services** means:

1.1.1 advertising by electronic mail which consists of voice, sound or images including email, text, picture, video, voicemail and answer phone messages, and/or developing affiliate websites, emailing or SMS messaging displaying artworks and Product Promotional Material, sending mailers, displaying Banners, text links, paid per click advertising (**PPC**) or other Programme Material on the Affiliates or third party websites, or any other promotional methods including by fax and XML posting, which directs traffic and Customers (including those who have completed a Loan Application on the Affiliate's website) to the Company's Website or the Company's Call Centre; and

1.1.2 integrating the Iframe or other computer coding onto the Affiliate's or a third party's website that directs internet traffic and Customers to a Lenders Website on behalf of the Company, in such a way that allows to monitor Loan Applications.

**ASB** means the Advertising Standards Board.

**Banner** means any graphic placed on the Affiliate's website or a third party's website which has a click through link to any part of the Company's Website.

**Call Centre** means a call centre operated by the Company for its business notified to the Affiliate from time to time.

**CPF** means Cost Per Funded

**CPA** means Cost Per Accept

**NCCP Act** means the National Consumer Credit Protection Act 2009 (Cth) and all regulations made there under.

**Commission** means the commission payable to the Affiliate by the Company in accordance with the provisions of Clause 10 of this Agreement and detailed in Schedule 1 of this Agreement.

**Confidential Information** means all knowledge and information relating to the trade, business, activities, operations, organisations, customers, finances, products, processes, dealings, specifications, methods, designs, formulae and technology of and concerning the Company and including the terms of this Agreement.

**Customer** means any lead or customer passed to the Company from the Affiliate.

**Data Protection Legislation** means the Privacy Act 1998, The Privacy Amendment (Enhancing Privacy Protection) Act 2012, the Electronic Transactions Act 1999 and any other Act with the State or Federal dealing with the retention and protection of data or personal information.

**Disputed Sums** means that part of a sum of money which has been invoiced by the Affiliate to the Company which the Company claims, on bona fide grounds, it is not liable to pay, and in respect of which the Company has given the Affiliate a notice in accordance with Clause 10.6.

**Event of Force Majeure** means a serious event or occurrence which materially and substantially effects either Party's ability to perform its obligations under this Agreement being an event or occurrence which is beyond the reasonable control of the affected Party not being an event which is either: (1) attributable to or contributed to by the deliberate act, omission or negligence of the Party relying on the Event of Force Majeure; and/or (2) to minimise and mitigate the effect of the event or occurrence (including where agreed the implementation of a disaster recovery or business interruption plan, protocol or procedure). Subject to the foregoing the following events or occurrences are examples of Events of Force Majeure: acts of God, natural disturbances (i.e. an earthquake, serious weather conditions, naturally occurring floods or fires), war, civil unrest or commotion, industrial action. For the avoidance of doubt industrial action which solely affect the workforce of the Party relying on the Event of Force Majeure shall not by themselves be considered Events of Force Majeure.

**COSL** means the Credit Ombudsman Service Limited and any body which may supersede it

**OAIC** means the Office of the Australian Information Commissioner Office or any body which may supersede it.

**Iframe** means the source computer coding supplied to Affiliates by the Company for integration onto the Affiliate's website for the purpose of

collating customer information and posting the data to a panel of lenders as an intermediary to the loan process.

**Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Lender** means any creditor on the Company's panel of lenders with which the Company enters into an agreement for the purpose of introducing Customers to that creditor in respect of Loans.

**Loan** means any financial agreement offered or entered into by a Customer with a Lender.

**Loan Application** means an application for a Loan submitted by a Customer on the Affiliate's website, the Company's Website or a Lender's website pursuant to an advertising direction that the Company determines is a successful cost per accept or fully deposited cost per funded loan lead attributable to the Affiliate in accordance with the terms of this Agreement.

**Money Laundering Legislation** means the Anti-Money Laundering and the Counter Terrorism Financing Act 2006.

**ASIC** means the Australian Securities and Investments Commission in the United Kingdom and any body which may supersede it.

**Other Regulatory Requirements** means the Australian Consumer Law, the ASIC Act, the SPAM Act, and any other laws, statutes, regulations, rules, orders codes or guidance issued by any Commonwealth, State or local authority to the extent applicable to the Affiliate in respect of the provision of the Affiliate Services under this Agreement.

**Payable Action** means a Loan Application submitted by the Customer on either a cost per application, cost per funded or cost per submit basis or any other specific action as specified in Schedule 1.

**Product Promotional Material** means materials or communications which constitute regulated consumer credit advertisements pursuant to the **2010 Advertising Regulations** including any promotional literature, advertisements or associated documents and which are intended to be used for the purposes of marketing the Company's Website, the Company's Call Centre or Loans.

**Programme Material** means Iframe, XML posting, artwork, adverts, computer coding, or other materials or communications which are made available to the Affiliate by the Company or created by the Affiliate in order to provide the Affiliate Services, including Product Promotional Material.

**Tracking Codes** means the code used by the Company or supplied to the Affiliate by the Company to monitor the number of visitors directed by the Affiliate using or otherwise through the Programme Materials.

**Website** means a URL designated by the Company for its business notified by the Company to the Affiliate from time to time.

- 1.2 References to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.
- 1.3 Reference to a clause is a reference to the whole of that clause unless stated otherwise. References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to any statute, enactment, order, regulation, or instrument made under that statute, enactment, order regulation or instrument and as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.
- 1.4 The word include, includes and including are to be construed as if they were immediately followed by the words without limitation.
- 1.5 The headings in this Agreement are for ease of reference only and shall not affect its construction or interpretation.

## **2 COMMENCEMENT AND DURATION**

This Agreement shall commence on the Effective Date and continue unless and until terminated in accordance with Clause 13 of this Agreement.

## **3 THE ONLINE PORTAL**

- 3.1 The Company will:
  - 3.1.1 maintain a webpage designated specifically on the Company's Website from which the Affiliate may obtain data in respect of the Loan Applications and the Company's related instructions (the **Company Portal**);
  - 3.1.2 on a non-exclusive limited basis, provide the Affiliate with password access to the Company Portal;
  - 3.1.3 be entitled to withdraw, suspend or de-activate the Company Portal or the Affiliate's access to the Company Portal, temporarily or permanently, at any time for any reason;

- 3.1.4 from time to time, monitor the Affiliate's provision of the Affiliate Services;
- 3.1.5 monitor Loan Applications submitted by Customers using the Tracking Codes and pay Commission to the Affiliate in accordance with Clause 10 and Schedule 1 of this Agreement.
- 3.2 The Company holds title to the content and documents held within the Company Portal.
- 3.3 The Company grants permission to the Affiliate to utilise any information and documentation held on the Company Portal for the sole purpose of introductions and continued business with the Company.
- 3.4 The Affiliate shall at all times:
  - 3.4.1 be responsible for the usage of the Company Portal and keep its password and access details to the Company Portal secure and confidential at all times from loss or unauthorised use;
  - 3.4.2 notify the Company promptly in writing (which for the avoidance of doubt shall include e-mail) to the postal address or e-mail address notified by the Company to the Affiliate of any suspicion or knowledge of the loss of the Affiliates password access details or any unauthorised use of the Company Portal by any third party.

#### **4 LICENCES**

- 4.1 The Affiliate shall at all times:
  - 4.1.1 be solely responsible for ensuring that, to the extent that is required by law (which includes but is not limited to the NCCP Act) the affiliate has been granted or applicable licences and registrations and fees at all times remain valid.
  - 4.1.2 apply for any necessary licence under the NCCO Act at the Affiliate's own expense, if determined by the Affiliate pursuant to clause 4.1.1, ASIC or the Company that a licence is required under the NCCP Act or otherwise.
- 4.2 The Company warrants that it will have and maintain at all times any licence required under the NCCP Act or otherwise.

#### **5 DATA PROTECTION AND MONEY LAUNDERING**

- 5.1 The Affiliate shall at all times:
  - 5.1.1 incorporate and maintain a Tracking Code in the provision of the Affiliate Services;

- 5.1.2 carry on its business in accordance with the spirit as well as the terms of any legislation which may govern the provision of the Affiliate Services including the Data Protection Legislation and the Money Laundering Legislation;
  - 5.1.3 only communicate via telephone or electronic means (including text or email messages) with individuals who have legally consented to such communication in accordance with the Data Protection Legislation;
  - 5.1.4 only pass on personal data to the Company where it has first obtained the individual data subjects' express consent to do so including consent to receive third party marketing by electronic means;
  - 5.1.5 not engage in and/or facilitate spamming, indiscriminate advertising or unsolicited electronic communications, use of pop-ups or pop-up/under advertising;
  - 5.1.6 within the Programme Material or in the course of delivering the Affiliate Services inform customers of the Affiliate's identity and contact details, (including a postal and email addresses), so that it is clear to customers that material is attributable to the Affiliate and so that customers may contact the Affiliate directly to request that marketing is ceased; and
  - 5.1.7 notify customers of what their details and any personal data will be used for.
- 5.2 In the provision of the Affiliate Services, the Affiliate shall:
- 5.2.1 to the extent that the Affiliate displays any Programme Material which refers, directly or indirectly, to the Company, ensure all Programme Material contains a simple and quick method at no cost (other than sending the message) to allow the Customer to opt out of receiving future Product Promotional Material as required by Data Protection Legislation;
  - 5.2.2 promptly comply with any customer opt-out requests;
  - 5.2.3 have a system in place to deal with complaints about unwanted marketing; and
  - 5.2.4 manage and regularly update a suppression list of customers (rather than merely deleting the details) who have contacted the Affiliate directly to opt out of marketing, or in relation to customers which the Company has notified the Affiliate to remove from its contact lists, or the Affiliate otherwise reasonably believes should be removed from contact lists pursuant to the Data Protection Legislation, for all Affiliate Services and ensure adequate procedures are in place to prevent Affiliate Services being disclosed to parties detailed on that list.



- 5.3 Following the transfer of a Customer or their data from the Affiliate to the Company, the Company shall own the data and be entitled to pass such data onto Lenders or other service providers, provided that the Customer has consented to such transfer of data.

## **6 ADVERTISING AND MARKETING**

- 6.1 The Affiliate shall at all times:
- 6.1.1 not hold itself out as the Company or advertise or promote itself as the Company or as a trading entity or associated company of the Company; including by displaying the Company's Australian credit licence number, or copying and representing any of the Company's website terms of use or privacy policy;
  - 6.1.2 develop an independent and distinct privacy policy and website terms of use to be maintained upon the Affiliate's website.
- 6.2 In the provision of the Affiliate Services, the Affiliate shall:
- 6.2.1 to the extent that the Affiliate displays any Programme Materials which refer, directly or indirectly to the Company or any Lender, ensure all Programme Materials are presented in a manner which is fair, clean, not misleading, comprehensible, legible and accurate;
  - 6.2.2 remove any Programme Materials from any third party website or otherwise displayed upon the internet if reasonably instructed to do so by the Company.
- 6.3 In the provision of the Affiliate Services, the Affiliate shall not:
- 6.3.1 make any charge to the Customer, offer any inducements or incentives (unless the Company has given written consent in advance), or make any representations or misleading statements to the Customer to persuade him to access the Company's Website or call the Company's Call Centre;
  - 6.3.2 engage in any unacceptable practices, including displaying links or Banners to the Company's Website from third party websites which (in the Company's sole view) contain objectionable content, which may include defamatory, obscene, violent, discriminatory, hate-oriented, illegal or other morally questionable material; or
  - 6.3.3 engage in advertising methods forbidden in the Company's instructions to the Affiliate from time to time, including, delivering the Affiliate Services using incentivised social media traffic.

## **7 OBLIGATIONS OF THE AFFILIATE**

- 7.1 The Affiliate shall at all times:

- 7.1.1 monitor updates and comply with applicable guidance including but not limited to ASIC Regulatory guide RG234 (“Advertising financial products and services (including credit): Good practice guide);”
- 7.1.2 observe the best commercial and compliance practices in its performance of the Affiliate Services;
- 7.1.3 carry on its business in accordance with the spirit as well as the terms of any legislation affecting the provision of the Affiliate Services including the NCCP Act, standards and best practice imposed by ASB, ASIC regulatory guides and Other Regulatory Requirements;
- 7.1.4 comply with all applicable guidance and codes issued by regulatory authorities including the FCA, ASB and COSL;
- 7.1.5 treat all its customers fairly;
- 7.1.6 not charge any Customer a fee for provision of the Affiliate Services;
- 7.1.7 not hold itself out as an agent of the Company or advertise or promote itself as the Company's agent;
- 7.1.8 conduct its business with transparency and to disclose its status and the fact of any Commission that may be received by the Affiliate in all cases and, where specifically requested to do so by a Customer, the amount of such Commission;
- 7.1.9 notify the Company immediately in writing should a material adverse change in the condition or operations of the Affiliate’s business occur during the term of this Agreement;
- 7.1.10 notify the Company immediately if it becomes subject to any investigation by ASIC, OAIC, any state consumer protection department (such as Office of Fair Trading, Consumer Affairs, or Department of Commerce) or other law enforcement or regulatory body whether or not the investigation is related to the Affiliate Services; and
- 7.1.11 maintain up to date and accurate account information including contact information, details of customers marketed, details of the websites linked or used to display the Programme Material, third parties engaged or involved, visitor tracking information in the Affiliate's control and any other information relating to the delivery of the Affiliate Services and use of the Programme Materials that the Company reasonably requires (the **Programme Account Information**). The Affiliate agrees to provide the Company with accurate and up to date Programme Account Information on request.

- 7.2 In the provision of the Affiliate Services, the Affiliate shall notify the Company immediately on becoming aware of any complaint by a Customer or any breach or potential breach of FCA rules and or guidance, the Data Protection Legislation, the Money Laundering Legislation, or the Other Regulatory Requirements and provide such assistance and information as the Company may require in dealing with the matter including forwarding letters of complaint, conducting investigations and providing the Company with assistance in responding to complaints where necessary.
- 7.3 The Company reserves the right to conduct an audit of the Affiliate in order to assess the Affiliates compliance, upon providing the Affiliate with 14 days notice in writing. If notice is given, the Affiliate will allow the Company reasonable access to information and/or documents to enable the audit to take place.
- 7.4 In the provision of the Affiliate Services, the Affiliate shall not:
- 7.4.1 amend the substance or, format of, create new Programme Material, without the prior consent of the Company;
  - 7.4.2 in any way misrepresent the Company or our terms of business;
  - 7.4.3 deal with any third party in such a way as to lead that third party to expect payment from the Company (unless the Company has given such written agreement in advance);
  - 7.4.4 sell the Programme Material to a third party.

## **8 INDEMNITY**

- 8.1 The Affiliate will indemnify the Company (including the Company's officers, directors, employees and agents) and keep them indemnified from and against all claims, costs, liabilities, loss, injury or damage (including any legal costs or expenses and any compensation payment and disbursements) which may incur as a result of:
- 8.1.1 any fraudulent act or breach by the Affiliate of any of the terms of this Agreement or of the Company's instructions or procedures; and/or
  - 8.1.2 the Affiliate's conduct/misconduct being a factor in any decision of the COSL, a competent court or any regulatory body or tribunal that the Customer was treated unfairly or any of the legal requirements under the FCA, Data Protection Legislation, Money Laundering Requirements or Other Regulatory Requirements have not been complied with.

- 8.2 The Affiliate will indemnify the Company (including the Company's officers, directors, employees and agents) and keep them indemnified from and against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the Affiliate infringing any Intellectual Property Rights owned by a third party or the Company.

## 9 WARRANTIES

- 9.1 The Affiliate warrants that:
- 9.1.1 neither it nor any of its employees have been involved in, charged with or convicted of any offence involving fraud or dishonesty;
  - 9.1.2 all business sent to the Company by the Affiliate is administered in accordance with the Company's instructions;
  - 9.1.3 it is in compliance with all applicable laws; and
  - 9.1.4 it currently holds any necessary licence or permit or it does not require licences to engage in the Affiliate Services.

## 10 COMMISSIONS

- 10.1 The Affiliate will be paid Commission for each customer referred which results in an agreed Payable Action accepted by the Company which is attributable to the Affiliate's provision of the Affiliate Services as determined by the Company considering the Tracking Codes.
- 10.2 The Company reserves the right to reasonably estimate the directions resulting from the Affiliate Services if there is any error in the Tracking Codes.
- 10.3 The Company reserves the right to vary the rate of Commission at any time without notice.
- 10.4 The Affiliate shall only be entitled to receive payment of Commission in the event that the balance of the Affiliate's Commission account is equal to or greater than \$25 (the **Account Threshold**). If the balance of the Affiliate's account with the Company does not satisfy the Account Threshold in any given calendar month, the balance of the account shall be transferred to the balance of the succeeding month.
- 10.5 The Company will provide the Affiliate with a report on Commission owed at the end of the billing period. Subject to the provisions of Clause 10.4, the Company shall pay the undisputed Commission due each month for the previous month's Affiliate Services, ten (10) days after the end of the month in which the Commission was accrued (or within such period as otherwise reasonably agreed in writing by both Parties), via bank transfer from the Company's bank account.

- 10.6 If the Affiliate disputes any sum paid by the Company it must notify the Company in writing of such dispute, giving full details of the same and of the actual sum it claims on bona fide grounds it is due to be paid within ten (10) days of the date of receipt of the Commission payments.
- 10.7 Should the Affiliate suspend or terminate the performance of the Affiliate Services in the event that it determines that the Company is in breach of applicable law or this Agreement, the Company shall remain responsible for payment of all undisputed fees for performance of Affiliate Services by the Affiliate up until the date of any such suspension or termination.
- 10.8 The Commission specified therein shall be the only sums to which the Affiliate is entitled from the Company unless otherwise agreed and the Company will have no responsibility for any costs, fees or expenses which the Affiliate has negotiated or incurred with any other party.
- 10.9 The Company will not be liable to any person for any fees or disbursements incurred by the Affiliate or any person in the Affiliate's employment or acting as the Affiliate's agent unless the payment of such fees or disbursements has previously been accepted by the Company in writing. If, in breach of this condition, the Affiliate or any person in the Affiliate's employment or acting as the Affiliate's agent incurs a fee or disbursement which the Company pays, the Company may require an immediate reimbursement which the Affiliate will pay on demand, and the Company reserves the right to set off such fee or disbursement off against any monies owed to the Affiliate.
- 10.10 Any sums, including interest, due to be paid by the Affiliate to the Company under this Agreement may be set off against any Commission due to the Affiliate.
- 10.11 On termination of this Agreement pursuant to Clause 13, Commission arrangements shall be determined in accordance with Clause 14.
- 10.12 All Commissions are gross amounts payable to the affiliate and include any applicable taxes & fee's.

## **11 CONFIDENTIALITY**

- 11.1 The Affiliate shall not disclose or divulge or allow to be disclosed or divulged to any person, firm or company, any Confidential Information which the Affiliate receives or obtains in the course of providing the Affiliate Services in accordance with this Agreement and shall keep confidential all such information both during the period of this Agreement and after its termination whether such termination be by agreement or notice or as a result of default by either Party.

## **12 INTELLECTUAL PROPERTY RIGHTS**

- 12.1 The Parties acknowledge that each of them may develop ideas for new Affiliate Services or new methods of advertising the Promotional Material. The Parties agree that such information is Confidential Information.
- 12.2 The Parties agree that the Intellectual Property Rights in any work created for the purposes of this Agreement shall vest in the Party creating the work. Such Party shall however, grant a non-exclusive licence to the other Party to use such work for the purpose of carrying out its obligations under this Agreement.
- 12.3 Neither Party shall acquire by reason of this Agreement or otherwise, any rights in the other's Intellectual Property Rights (including, without limitation in the brand name of either Party).
- 12.4 The Affiliate shall not unlawfully use or infringe any Intellectual Property Rights of the Company or any third party including the Company's and the Lenders' competitors in the market.
- 12.5 Without prejudice to Clauses 8.2 or 12.4, the Company shall not be liable for any infringement by the Affiliate of any third party Intellectual Property Rights and the Affiliate will be solely responsible for any third party claim made against the Affiliate for the infringement of a third party's Intellectual Property Rights.
- 12.6 The Affiliate warrants that it has not infringed any third party Intellectual Property Rights.

## **13 TERMINATION**

- 13.1 This Agreement may be terminated at any time upon not less than thirty (30) days written notice given by either Party to the other but without prejudice to the accrued rights of either Party if a breach of the provisions of this Agreement has occurred.
- 13.2 The Company may terminate this Agreement immediately upon notice in writing to the Affiliate for any breach of this Agreement.
- 13.3 The Company shall also be entitled to terminate this Agreement immediately by written notice should the Affiliate:
- 13.3.1 fail to observe any of the provisions of the Company's reasonable instructions or standard procedures; or
- 13.3.2 act in a manner, which, in the Company's opinion, adversely affects its position with regard to any statutory licensing provisions, the enforceability of Loans or its reputation.
- 13.4 The Company may terminate this Agreement in the event that restrictions are imposed on the Company by the Lenders on the Company's panel or restrictions are placed upon the Company's NCCPlc licence. Termination on this basis shall constitute Confidential Information.

13.5 Notwithstanding the above Clause 13.2, either Party shall be entitled to terminate this Agreement immediately upon notice in writing to the other if the other:

13.5.1 ceases to trade or makes an arrangement with, or enters into a compromise with its creditors, becomes a subject for voluntary arrangement, scheme of arrangement, receivership, administration, liquidation, bankruptcy or winding up, is unable to pay its debts or otherwise becomes insolvent;

13.5.2 commits a material breach of this Agreement and where the breach is capable of remedy has failed to remedy such breach within thirty (30) days of being given written notice requiring remediation;

13.5.3 if it is determined by the ASIC in guidance or otherwise that the Affiliate Services requires a licence under the NCC and the Affiliate has not been granted an appropriate NCC Licence; or

13.5.4 in cases where fraud is proven or is reasonably suspected to have been committed by the Affiliate.

#### 14 EFFECT OF TERMINATION

14.1 In the event of termination of this Agreement in accordance with Clause 13, any undisputed sums due from either Party to the other shall continue to be due post-termination.

14.2 Commission will be paid in accordance with the Company's normal terms on all cases approved and paid out before the date of termination, subject to any right of set off being exercised in accordance with Clause 10.9.

14.3 Loan Applications after the date of termination, resulting from a link or other direction attributable to the Affiliate, which has not been properly removed by the Affiliate in accordance with this Agreement (**Post Termination Loan Applications**), shall not constitute a continuation or renewal of this Agreement or a waiver of the termination of this Agreement.

14.4 The Affiliate agrees that Commission or any other payments shall not be due and cannot be claimed by the Affiliate in respect of Post Termination Loan Applications.

14.5 Any liability of the Affiliate to pay money to the Company or to indemnify the Company against any liability shall continue notwithstanding the termination of this Agreement.

14.6 On termination of this Agreement:

14.6.1 all pre-existing rights and obligations which have accrued to or are owed by either Party under it continue in effect;

14.6.2 the Affiliate agrees not to represent itself as being in any way connected with the Company;

14.6.3 the Affiliate shall, as soon as practicable, but in any event within fourteen (14) days of termination of this Agreement, deliver to the Company all materials, documents, papers and any other items or property belonging to the Company or which relate to their business; and

14.6.4 the Affiliate shall, as soon as practicable, but in any event within fourteen (14) days of this Agreement, remove any Promotional Materials from any third party website or otherwise displayed upon the internet.

## **15 NOTICES**

15.1 Any notice, request, instruction or other document to be given hereunder shall be delivered, sent by prepaid post, registered post, facsimile transmission (confirmed as successfully dispatched) or email (confirmed as successfully delivered), to the address or to the facsimile number or email address notified to the other Party from time to time.

15.2 Any such notice or other document shall be deemed to have been served:

15.2.1 if delivered when left at the address;

15.2.2 if sent by prepaid post or registered post upon the expiration of two business days after posting;

15.2.3 if sent by facsimile transmission upon the expiration of twelve (12) hours after dispatch;

15.2.4 if sent by email, Monday to Friday between the hours of 9am and 5pm, one (1) hour after dispatch, if sent outside the foresaid hours, then the next working day.

## **16 FORCE MAJEURE**

16.1 The Parties shall not be liable for any breach of their obligations, acts or omissions hereunder resulting from an Event of Force Majeure. Where an Event of Force Majeure arises, the Party whose obligations are suspended by virtue of the Event of Force Majeure shall use all reasonable endeavours to mitigate the effect of such circumstances and to carry out such obligations or duties hereunder in such other way as may be reasonably practicable in all circumstances.

16.2 The Parties agree to give notice to each other as soon as is reasonably practicable after first becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

16.3 In the event of a Party receiving notice from the other pursuant to Clause 16.2, both Parties shall, within fourteen (14) days of the notice, jointly determine what measures, if any, can be put in place to prevent the occurrence (where possible) or mitigate the effect of the Event of Force Majeure.



16.4 If a default due to an Event of Force Majeure continues for more than four (4) weeks after expiry of the fourteen (14) day period provided for in Clause 16.3, the Party not in default shall be entitled to terminate this Agreement with immediate effect by giving written notice to the other. The Parties shall have no liability to each other in respect of the termination of the Agreement as a result of an Event of Force Majeure, but rights and liabilities, which have accrued prior to termination shall subsist.

16.5 Clauses 16.2 to 16.4 shall not apply in circumstances where there is an effective implementation of a business continuity plan.

## **17 WAIVER**

The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach by the same or other provisions, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or power or privilege that it has or may have operate as a waiver of any breach or default by the other Party.

## **18 GOVERNING LAW AND JURISDICTION**

18.1 This Agreement shall be governed and construed in accordance with the laws of the State of New South Wales.

18.2 The parties hereto submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales

## **19 VARIATION**

The Company reserves the right to amend this Agreement from time to time on the provision of a notice to the Affiliate in accordance with Clause 15. The Affiliate agrees that any notice of this Agreement in amended form and the Affiliate's continued provision of the Affiliate Services thereafter, will constitute notice to the Affiliate of any variation to this Agreement.

## **20 ASSIGNMENT**

20.1 The company may, subject to the Affiliate suffering no significant detriment at any time:

20.1.1 assign any of its rights under this Agreement;

20.1.2 transfer any of its obligations under this Agreement;

20.1.3 subcontract or delegate any of its obligations under this Agreement;  
and/or

20.1.4 charge or deal in any other manner with this Agreement or any of our rights or obligations.

20.2 The Affiliate shall not, without the prior written consent of the Company:

- 20.2.1 assign, transfer or novate this Agreement in favour of any third party;
- 20.2.2 sub-affiliate, delegate or sub-contract any of its services or obligations under this Agreement.

## **21 ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein and supersedes and cancels all prior communications, representations, warranties and agreements whether oral or written between the Parties.

## **22 NO PARTNERSHIP**

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties.

## **23 AGENCY**

23.1 The Affiliate acknowledges that it has no authority to enter into any contract, make any representation, give any warranty or incur any liability on behalf of the Company, or collect any payment on behalf of the Company, without the prior written consent of the Company.

23.2 Nothing in this Agreement is intended to give rise to an agency relationship between the Parties.

## **24 SEVERANCE**

If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

AFFILIATE ADVERTISING AND LEAD GENERATION AGREEMENT  
Poland (PL)

UMOWA O WSPÓŁPRACY W ZAKRESIE REKLAMY ORAZ WYTWARZANIA LEADÓW  
Polska (PL)

Last updated: 20<sup>th</sup> April 2016

<p>THIS AGREEMENT will come into effect once the below agreement has been signed and dated. The Affiliate should read the terms and conditions of this Agreement carefully. These Affiliate Terms and Conditions may be incorporated by reference into one or more Insertion Orders entered into between Quint Group Limited and the marketing affiliate specified on the incorporating Insertion Order (“Affiliate”). These Terms, together with any Insertion Orders entered into by Company and Affiliate, are collectively referred to as the “Agreement.” Any capitalised terms not defined in this Agreement will have the same meaning as in the incorporating Insertion Order. In the event of a conflict between these Terms and the incorporating Insertion Order, the Insertion Order will prevail.</p> <p>Last Updated: {Enter date of amendment XX/XX/XXXX}</p> <p>The client hereinafter referred to as “The Affiliate”</p> <p>The supplier hereinafter is referred to as ‘the Company’</p> <p>PARTIES:</p>	<p>NINIEJSZA UMOWA wchodzi w życie z chwilą jej podpisania. Wyrażając zgodę na poniższe warunki, zgadzają się Państwo z tym, co następuje. Partner powinien uważnie przeczytać poniższe warunki Umowy. Warunki Umowy na mocy niniejszego odwołania mogą zostać mieć zastosowanie przy jednym bądź większej ilości Zleceń Kampanii Reklamowej istniejących pomiędzy Quint Group Limited oraz jego współpracownikiem w tym zakresie na mocy tych Zleceń Kampanii Reklamowej. Przez Umowę zawartą między Stronami rozumieć należy niniejsze warunki, jak również Zlecenia Kampanii Reklamowej zawarte między Stronami. Wszelkie pojęcia w niniejszej Umowie pisane z wielkiej litery, a niezdefiniowane w jej treści, będą miały takie samo znaczenie, jakie nadano im w Zleceniu Kampanii Reklamowej. W sytuacji, rozbieżności pomiędzy niniejszą Umową a Zlecenie Kampanii Reklamowej, Strony związane są Zleceniem Kampanii Reklamowej.</p> <p>Data wprowadzenia ostatnich zmian: {wpisać datę poprawek XX/XX/XXXX}</p> <p>Klient zwany dalej: “Partnerem”</p> <p>Dostawca zwany dalej “Spółką”</p> <p>STRONY:</p>
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<p>(1) Quint Group Limited, incorporated and registered in England and Wales with company number 06898873 of Cottage Street Mill, Cottage Street, Macclesfield, Cheshire, Sk11 8DZ, United Kingdom and all associated companies, trading names in use from time to time and subsidiary or assignee (the “Company”); and</p> <p>(2) {Company name as recorded in KRS}, incorporated and registered in Poland, with its registered seat in <b>XXX</b> entered into the entrepreneurs register of the National Court Register (KRS) maintained by the District Court for <b>XXXX</b> in <b>XXXX</b>, <b>XXXX</b> Division of the National Court Register under KRS no. <b>XXXX</b>, registered capital of <b>XXXX</b>, paid up in full amount, Tax Identification Number (NIP): <b>XXXX</b> (the “Affiliate”).</p> <p>each a “Party” and together the “Parties”.</p> <p>WHEREAS:</p> <p>(1) The Company carries on the credit brokerage of online loans provided by third party lenders to customers in the form of credit agreements regulated by the Act of 12 May 2011 on Consumer Credit; The Company is Authorised and Regulated by the Financial Conduct Authority (UK) for Credit Brokerage and Providing Credit Information Services under FCA registered number: 669450.</p>	<p>(1) Quint Group Limited, zarejestrowana w Anglii i Walii pod numerem 06511345 z siedzibą w Macclesfield pod adresem: Cottage Street Mill, Cottage Street, Macclesfield, Cheshire, SK11 8DZ, Zjednoczone Królestwo, jak również wszystkie stowarzyszone z nią spółki i każdorazowo wykorzystywane marki oraz jej oddziały i pełnomocnicy („Spółka”) oraz</p> <p>(2) (Nazwa spółki w KRS) zarejestrowana w Polsce z siedzibą w <b>XXXX</b> pod adresem <b>XXXX</b>, wpisana do rejestru przedsiębiorców Krajowego Rejestru Sądowego prowadzonego przez Sąd Rejonowy dla <b>XXXX</b> w <b>XXXX</b>, <b>XXXX</b> Wydział Gospodarczy KRS pod numerem KRS: <b>XXXX</b>, o kapitale zakładowym w kwocie <b>XXXX</b>, który został opłacony w całości, nr NIP: <b>XXXX</b> („Partner”)</p> <p>zwane dalej łącznie “Stronami” oraz każda z nich z osobna “Stroną”.</p> <p>ZWAŻYWSZY, ŻE:</p> <p>(1) Spółka prowadzi działalność w postaci pośrednictwa finansowego przez w zakresie udzielania pożyczek swoim klientom przez podmioty trzecie – pożyczkodawców na podstawie umów o kredyt w rozumieniu przepisów ustawy z dnia 12 maja 2011 r. o kredycie konsumenckim; Działalność Spółki jest regulowana przez Urząd Regulacji Rynków Finansowych Zjednoczonego Królestwa (Financial Conduct Authority) dla usług w zakresie udzielania pożyczek oraz pośrednictwa w udzielaniu pożyczek i zarejestrowana pod numerem: 669450.</p>
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<p>(2) The Company operates an affiliate and lead generation programme whereby affiliates may use the Programme Material and thereby promote the Company and provide internet advertising services which divert customers to the Company's Website, the Company's Call Centre or the Affiliate's website for the purposes of generating leads for the Company.</p> <p>(3) Affiliates are offered the opportunity to earn a fee for referring Customers that successfully complete a Payable Action to:</p> <p style="padding-left: 40px;">(i) the Company's Website or Web Service;</p> <p style="padding-left: 40px;">(ii) the Company's Call Centre; or</p> <p style="padding-left: 40px;">(iii) directly to Lead Buyers websites on the Company's behalf.</p> <p>(4) Subject to approval by the Company that the Affiliate has satisfied the Company's due diligence exercise into the Affiliate's proposed methods of advertising and the Affiliate's acceptance of the provisions hereinafter appearing, the Affiliate has been approved as an accredited affiliate to the Company.</p> <p>IT IS AGREED as follows:</p> <p><b>1 INTERPRETATION</b></p> <p>1.1 In this Agreement the following terms shall have the following meanings:</p> <p style="padding-left: 40px;">“Agreement” means this agreement and its schedule.</p>	<p>(2) Spółka obsługuje partnerski program wytwarzania leadów, przy czym partnerzy Spółki mogą wykorzystywać jej Oprogramowanie i w ten sposób promować Spółkę oraz zapewniać usługi w zakresie reklamy przez Internet, co pozwoli przyciągnąć uwagę klientów do Strony Internetowej Spółki, jej Call-Center lub Strony Internetowej Partnera dla celów wytwarzania leadów dla Spółki.</p> <p>(3) Partnerom oferuje się możliwość uzyskania wynagrodzenia tytułem poleconych Klientów, którzy skutecznie dokonali Płatnej Akcji za pośrednictwem:</p> <p style="padding-left: 40px;">(i) Strony Internetowej Spółki lub innych jej usług internetowych;</p> <p style="padding-left: 40px;">(ii) Call-Center Spółki;</p> <p style="padding-left: 40px;">(iii) bezpośrednio na stronach internetowych Nabywców Leadów w imieniu Spółki.</p> <p>(4) Pod warunkiem stwierdzenia przez Spółkę, że Partner spełnił wymogi Spółki w zakresie zaproponowanych przez Partnera strategii reklamowych oraz zaakceptowania przez Partnera warunków niniejszej Umowy, Partner uzyska status oficjalnego partnera Spółki.</p> <p>Strony zgodnie ustalają, że:</p> <p><b>1 SŁOWNIK POJĘĆ</b></p> <p>1.1 W niniejszej Umowie następującym pojęciom Strony nadają następujące znaczenie:</p> <p style="padding-left: 40px;">“Umowa” oznacza niniejszą umowę wraz z załącznikami.</p>
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<p>“Affiliate Services” means:</p> <p>1.1.1 advertising by electronic mail which consists of voice, sound or images including email, text, picture, video, voicemail and answer phone messages, and/or developing affiliate websites, emailing or SMS messaging displaying artworks and Product Promotional Material, sending mailers, displaying Banners, text links, paid per click advertising (PPC) or other Programme Material on the Affiliates or third party websites, or any other promotional methods including by fax and XML posting, which directs traffic and Customers (including those who have completed an Application and or an Enquiry Form on the Affiliate's website) to the Company's Website or the Company's Call Centre; and</p> <p>1.1.2 integrating the Iframe or other computer coding onto the Affiliate's or a third party's website that directs internet traffic and Customers to a</p>	<p>“Usługi Partnerskie” oznaczają:</p> <p>1.1.1 usługi reklamowe świadczone za pośrednictwem poczty elektronicznej, zawierające nagrania głosowe i dźwiękowe oraz obrazy, włączając w to wiadomości e-mail, sms-y, obrazy, nagrania video, pocztę głosową oraz wiadomości pozostawione za pośrednictwem automatycznej sekretarki, lub poprzez rozwijanie partnerskich stron internetowych, usług w zakresie wiadomości elektronicznych i wiadomości sms zawierających daną oprawę graficzną oraz Materiały Promocyjne Produktu, wysyłanie ofert reklamowych drogą poczty elektronicznej, wyświetlanie Banerów, odesłań, reklam typu PPC lub poprzez inne Oprogramowanie za stronie internetowej Partnera lub podmiotów trzecich, lub poprzez wszelkie inne działania, włączając w to fax oraz dokumenty XML, które kierują ruch na stronie internetowej oraz Klientów (w tym tych, którzy złożyli wnioszek lub złożyli Zapytanie za pośrednictwem Formularza na stronie internetowej Partnera) na Stronę Internetową Spółki lub do Call Center Spółki;</p> <p>1.1.2 integrację Iframe lub innego komputerowego kodu ze stroną internetową</p>
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<p>Lenders/brokers Website on behalf of the Company, in such a way that allows to monitor Applications and or Enquiry Forms</p> <p>“ASA” means the Advertising Standards Authority.</p> <p>“Banner” means any graphic placed on the Affiliate's website or a third party's website which has a click through link to any part of the Company's Website.</p> <p>“Call Centre” means a call centre operated by the Company for its business notified to the Affiliate from time to time.</p> <p>“CAP” means the Committee of Advertising Practice.</p> <p>“CPL” means cost per lead. A payable action will occur as soon as the lead has been supplied. It is recognized that both prepayment and invoiced payment arrangements will occur.</p> <p>“Confidential Information” means all knowledge and information relating to the trade, business, activities, operations, organisations, customers, finances, products, processes, dealings, specifications, methods, designs, formulae and technology of and concerning the Company and including the terms of this Agreement.</p>	<p>Partnera lub podmiotu trzeciego, kierującą ruch internetowy oraz Klientów w imieniu Spółki na Stronę Internetową Pożyczkodawcy lub pośrednika, w sposób, który pozwala monitorować ilość składanych Wniosków oraz wypełnianych Formularzy Zapytań.</p> <p>“ASA” oznacza Organizację Nadzorującą Branżę Reklamową w Zjednoczonym Królestwie (Advertising Standards Authority).</p> <p>“Baner” oznacza jakąkolwiek grafikę umieszczoną na stronie internetowej Partnera lub stronie internetowej podmiotu trzeciego, której kliknięcie powoduje przekierowanie na Stronę Internetową Spółki.</p> <p>“Call Center” oznacza call center kierowane przez Spółkę dla jej własnych celów gospodarczych, o czym każdorazowo Partner jest informowany.</p> <p>“CAP” oznacza Komitet Praktyk Reklamowych (Committee of Advertising Practice).</p> <p>“CPL” oznacza <i>cost per lead</i>. Płatna Akcja zachodzi, gdy lead zostanie skutecznie dostarczony. W związku z powyższym realizują się porozumienia w zakresie przedpłaty oraz zafakturowanej płatności.</p> <p>“Informacje Poufne” oznaczają wszelkie dane oraz informacje związane z działalnością, biznesem, branżą, operacjami, finansami, produktami, procesami, transakcjami, specyfikacjami, metodami, wzorami, formułami</p>
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<p>from</p> <p>“Customer” means any lead or customer passed to the Company from the Affiliate.</p> <p>“Data Protection Legislation” means the Act of 29 August 1997 on Personal Data Protection and the Act of 18 July 2002 on Electronically Supplied Services and any other applicable Polish data protection legislation.</p> <p>“Disputed Sums” means that part of a sum of money which has been invoiced by the Affiliate to the Company, which the Company claims, on bona fide grounds, it is not liable to pay, and in respect of which the Company has given the Affiliate a notice in accordance with clause 11.6.</p> <p>“Event of Force Majeure” means a serious event or occurrence which materially and substantially effects either Party's ability to perform its obligations under this Agreement being an event or occurrence which is beyond the reasonable control of the affected Party not being an event which is either: (1) attributable to or contributed to by the deliberate act, omission or negligence of the Party relying on the Event of Force Majeure; and/or (2) to minimise and mitigate the effect of the event or occurrence (including where agreed the implementation of a disaster recovery or business interruption plan, protocol or procedure). Subject to the foregoing the following events or occurrences are examples of Events of Force Majeure: acts of God, natural disturbances (i.e. an earthquake,</p>	<p>oraz technologiami posiadanymi lub dotyczącymi Spółki, włączając w to warunki niniejszej Umowy.</p> <p>“Klient” oznacza jakikolwiek lead bądź klienta przedstawionego Spółce przez Partnera.</p> <p>“Przepisy o Ochronie Danych Osobowych” oznaczają ustawę z dnia 29 sierpnia 1997 r. o ochronie danych osobowych oraz ustawę z dnia 18 lipca 2002 r. o świadczeniu usług drogą elektroniczną, jak również inne mające zastosowanie przepisy prawa polskiego.</p> <p>“Kwoty Sporne” oznaczają jakąkolwiek kwotę, która została umieszczona na fakturze wystawionej Spółce przez Partnera, a którą Spółka, mając ku temu uzasadnione podstawy, uznaje za niezasadną wobec siebie i w związku z czym skierowała do Partnera stosowne powiadomienie, o którym mowa w ust. 11.6.</p> <p>“Zdarzenie Siły Wyższej” oznacza istotne zdarzenie lub okoliczność, które istotnie oraz znacznie wpływa na zdolność Strony do wykonania przez nią zobowiązań wynikających z niniejszej Umowy, a które to zdarzenie lub okoliczność znajduje się poza kontrolą dotkniętej Strony i nie stanowi w szczególności: (1) działania lub zaniechania, do którego Strona powołująca się na Zdarzenie Siły Wyższej się celowo przyczyniła, spowodowała je lub przynajmniej swoim niedbalstwem do niego doprowadziła, (2) Strony zobowiązują się do podjęcia działań zmierzających do zmniejszenia lub złagodzenia skutków zdarzenia lub okoliczności (włączając w to implementację uzgodnionych przez Strony procesów odtwarzania</p>
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<p>serious weather conditions, naturally occurring floods or fires), war, civil unrest or commotion, official national strikes or official national labour disputes as defined in the Trade Union and Labour Relations Act 1992. For the avoidance of doubt strikes or labour disputes which solely affect the workforce of the Party relying on the Event of Force Majeure shall not by themselves be considered Events of Force Majeure.</p> <p>“FCA” means Financial Conduct Authority in the United Kingdom and anybody which supersedes it.</p> <p>“FOS” means the Financial Ombudsman Service in the United Kingdom and anybody which may supersede it.</p> <p>“ICO” means the Information Commissioner's Office and anybody, which may supersede it.</p> <p>“Iframe” means the source computer coding supplied to Affiliates by the Company for integration onto the Affiliate's website for the purpose of collating customer information and posting the data to a panel of</p>	<p>awaryjnego, planowania ciągłości działania, protokołów, procedury). Zgodnie z powyższymi zdarzeniami lub okolicznościami stanowiącymi przykłady Zdarzenia Siły Wyższej są: siła wyższa, zjawiska przyrody (w szczególności trzęsienie ziemi, ekstremalne zjawiska pogodowe, naturalnie występujące powodzie, pożary), wojna, zamieszki lub rozruchy, oficjalne strajki państwowe oraz ogólnokrajowe spory pracownicze, zgodnie z definicją zawartą w brytyjskiej ustawie o związkach zawodowych i relacjach pracowniczych z 1992 r. (Trade Union and Labour Relations Act 1992). Dla uniknięcia wątpliwości uznaje się, że strajki lub spory pracownicze dotyczące jedynie pracowników Strony powołującej się na Zdarzenie Siły Wyższej nie będzie przez Strony uznane za Zdarzenie Siły Wyższej.</p> <p>„FCA” oznacza Urząd Regulacji Rynków Finansowych Zjednoczonego Królestwa (Financial Conduct Authority in the United Kingdom) oraz jakąkolwiek instytucję, która go zastąpiła.</p> <p>„FOS” oznacza Urząd Rzecznika Praw Obywatelskich do spraw Finansowych w Zjednoczonym Królestwie (Financial Ombudsman Service in the United Kingdom) oraz jakąkolwiek instytucję, która go zastąpiła.</p> <p>„ICO” oznacza Biuro Informacji Publicznej (Information Commissioner's Office) oraz jakąkolwiek instytucję, która je zastąpiła.</p> <p>“Iframe” oznacza komputerowy kod źródłowy dostarczany Partnerowi przez Spółkę w celu jego integracji ze stroną internetową Partnera w celu</p>
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<p>lenders/brokers as an intermediary to the loan process.</p> <p>“Insertion Order” means the form requested by the Company each time there is a change to commercial or other terms.</p> <p>“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.</p> <p>“Lead Buyer” means <b>XXXX</b></p> <p>“Money Laundering Legislation” means the Act of 16 November 2000 on Anti-Money Laundering and Anti-Terrorist Financing.</p>	<p>segregowania informacji o klientach oraz w celu umieszczania danych w panelu pożyczkodawcy/pośrednika, co stanowi element procesu udzielenia pożyczki.</p> <p>“Zlecenie umieszczenia” oznacza formularz wymagany każdorazowo przez Spółkę w przypadku zmiany postanowień handlowych lub innych postanowień.</p> <p>“Prawa Własności Intelektualnej” oznaczają patenty, prawa do wynalazków, prawa autorskie i prawa pokrewne, znaki towarowe, nazwy handlowe oraz nazwy domen, inne oznaczenia handlowe, renomę oraz prawo wystąpienia na drogę sądową z roszczeniem z tytułu czynu nieuczciwej konkurencji, prawa związane z czynami nieuczciwej konkurencji, prawa do wzorów, prawa do oprogramowania komputerowego, prawa do baz danych, prawa do topografii, prawa do korzystania oraz zachowania poufności informacji (włączając w to know-how oraz tajemnicę handlową) oraz jakiegokolwiek inne prawa własności intelektualnej, zarówno zarejestrowane, jak i niezarejestrowane, oraz włączając w to wszelkie wnioski z nimi związane (lub prawo do ich złożenia) w celu ich uznania, odnowienia czy rozszerzenia, jak również prawo do dochodzenia ich pierwszeństwa, które to opisane wyżej prawa oraz wszelkie prawa podobne lub ekwiwalentne w treści istnieją obecnie lub będą istnieć w przyszłości w jakiegokolwiek części świata.</p> <p>“Nabywca Leadów” oznacza <b>XXXX</b></p>
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<p>“Other Regulatory Requirements” means the Act of 12 May 2011 on Consumer Credit, the Act of 30 May 2014 on Consumer Rights, the act of 23.08.2007 on Counteracting Unfair Commercial Practices and the Act of 16.02.2007 on Competition and Consumer Protection and any other laws, statutes, regulations, rules, orders, codes or guidance to the extent applicable to the Affiliate in respect of the provision of the Affiliate Services under this Agreement.</p> <p>“Payable Action” means an Application and or Enquiry Form submitted by the Customer on either a cost per lead, cost per submit, cost per application, or cost per funded basis or any other specific action as specified in Schedule 1.</p> <p>“Product Promotional Material” means, where applicable, materials or communications which constitute regulated consumer credit promotions pursuant to the the FCA rules and guidance including any promotional literature, advertisements or associated documents and which are intended to be used for the purposes of marketing.</p> <p>“Programme Material” means Iframe, XML posting, artwork, adverts, computer coding, or other materials or communications which are made available to the Affiliate by the Company or created by the Affiliate in order to provide the Affiliate Services, including Product Promotional Material.</p>	<p>“Przepisy o Praniu Brudnych Pieniędzy” oznaczają przepisy ustawy z dnia 16 listopada 2000 r. o przeciwdziałaniu praniu brudnych pieniędzy i finansowaniu terroryzmu.</p> <p>“Inne Przepisy Mające Zastosowanie” oznaczają przepisy ustawy z dnia 12 maja 2011 r. o kredycie konsumenckim, ustawy z dnia 30 maja 2014 r. o prawach konsumenta, ustawy z dnia 23 sierpnia 2007 r. o przeciwdziałaniu nieuczciwym praktykom rynkowym oraz ustawy z dnia 16 lutego 2007 r. o ochronie konkurencji i konsumentów, jak również wszelkie inne przepisy prawa powszechnie obowiązującego w zakresie, w jakim mają zastosowanie wobec Partnera w związku ze świadczeniem przez niego Usług Partnerskich na podstawie niniejszej umowy.</p> <p>“Płatna Akcja” oznacza Wniosek o Pożyczkę lub Zapytanie złożone za pośrednictwem Formularza złożone przez Klienta lub inne zdarzenie określone w Załączniku nr 1.</p> <p>“Materiały Promocyjne Produktu” oznaczają, w stosownym przypadku, materiały lub środki komunikacji, który stanowią regulowane promocje w zakresie kredytu konsumenckiego zgodnie z przepisami oraz wytycznymi FCA, włączając w to wszelką literaturę promocyjną, reklamy lub powiązane z nimi dokumenty, które mają być wykorzystywane w celach marketingowych.</p> <p>“Oprogramowanie” oznacza Iframe, dokumenty XML, opracowania graficzne, reklamy, kodowanie komputerowe oraz inne</p>
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<p>“Returns Policy” means a lead may be returned if any of the following applies:</p> <ul style="list-style-type: none"> <li>▮ Fraudulent application: if an application has been put onto the Pingtree platform by an affiliate as an application where the customer has no knowledge of this occurring or without the consent of the individual.</li> <li>▮ Hoax application: where the application has been put through as Mickey Mouse or Harry Potter etc.</li> <li>▮ Has no valid contact telephone numbers: if the number called is a dead number</li> <li>▮ Duplicates submitted by us</li> </ul> <p>For clarity the following do not form part of the Returns Policy:</p> <ul style="list-style-type: none"> <li>▮ The lead is not a return if the consumer has changed his or her mind</li> <li>▮ Is non-contactable</li> <li>▮ If the telephone number can be validated by using directory enquiries or other validation services</li> </ul> <p>“Tracking Codes” means the code used by the Company or supplied to the Affiliate by the Company to monitor the number of visitors directed by the Affiliate using or otherwise through the Programme Materials.</p> <p>“Valid Lead” means a lead which complies with the returns policy</p>	<p>materiały lub środki komunikacji, które są udostępniane Partnerowi przez Spółkę lub są wytwarzane przez Partnera w celu świadczenia Usług Partnerskich, włączając w to Materiały Promocyjne Produktu.</p> <p>“Zasady Dokonywania Zwrotów” oznaczają, że lead może zostać zwrócony w jednym z następujących przypadków:</p> <ul style="list-style-type: none"> <li>▮ Fałszywy Wniosek: w sytuacji, gdy wniosek został wprowadzony na platformę Pingtree przez partnera, a klient o tym nie wiem, lub gdy nastąpiło to bez zgody klienta.</li> <li>▮ Wniosek Żartobliwy: w sytuacji, gdy Wniosek został złożony przez Myszki Miki, Harry’ego Pottera itd. itp.</li> <li>▮ Jeżeli we Wniosku nie wskazano ważnych numerów telefonu lub jeżeli numer telefonu jest nieaktywny.</li> <li>▮ Stanowi powielenie innego złożonego Wniosku.</li> </ul> <p>W celach porządkowych, następujące przypadki nie prowadzą do zwrócenia leadu:</p> <ul style="list-style-type: none"> <li>▮ Lead nie przynosi zysku, gdyż klient zmienił zdanie</li> <li>▮ Jeżeli nie istnieje możliwość kontaktu</li> <li>▮ Jeżeli numer telefonu podany we Wniosku może być pozyskany za pośrednictwem informacji telefonicznej lub z wykorzystaniem innych usług informacyjnych.</li> </ul> <p>“Kody śledzenia” oznaczają kody używane przez Spółkę lub dostarczane Partnerowi przez Spółkę w celu monitorowania liczby osób skierowanych przez Partnera</p>
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<p>“Website” means a URL designated by the Company for its business notified by the Company to the Affiliate from time to time.</p> <p>1.2 References to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.</p> <p>1.3 Reference to a clause is a reference to the whole of that clause unless stated otherwise. References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to any statute, enactment, order, regulation, or instrument made under that statute, enactment, order regulation or instrument and as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.</p> <p>1.4 The word “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation.”</p> <p>1.5 The headings in this Agreement are for ease of reference only and shall not affect its construction or interpretation.</p>	<p>przy zastosowaniu Oprogramowania.</p> <p>“Ważny Lead” oznacza lead, który jest zgodny z zasadami dokonywania zwrotów.</p> <p>“Strona Internetowa” oznacza stronę internetową znajdującą się pod adresem URL przypisanym do Spółki dla jej własnych celów gospodarczych, o czym każdorazowo Partner jest informowany.</p> <p>1.2 Wszelkie zawarte w niniejsze Umowie odniesienia do liczby pojedynczej zawierają także liczbę mnogą i vice versa, jak również wszelkie odniesienia do określonej płci oznaczają również płć przeciwną. Wszelkie odniesienia do osoby zawierają także pojedyncze osoby, firmy, jednostki nieposiadające osobowości prawnej oraz osoby prawne.</p> <p>1.3 Odniesienie do ustępu niniejszej Umowy oznacza odniesienie do całości tego ustępu, chyba że wyraźnie wskazano inaczej. Odniesienia do jakichkolwiek przepisów prawa, ustaw, wyroków czy rozporządzeń lub jakichkolwiek wynikających z nich instytucji będą interpretowane jako odniesienie jakichkolwiek przepisów prawa, ustaw, wyroków czy rozporządzeń lub jakichkolwiek wynikających z nich instytucji, jak również zmienionych kolejnymi aktami prawnymi przepisów prawa, ustaw, wyroków czy rozporządzeń lub jakichkolwiek wynikających z nich instytucji.</p> <p>1.4 Terminy “zawierać”, “zawiera”, “zawierają” należy rozumieć bezpośrednio, a każde wyłączenie powinno być wyraźnie wskazane.</p>
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<p><b>2 COMMENCEMENT AND DURATION</b></p> <p>2.1. This Agreement shall commence on the Effective Date and continue for a definite period of 6 months.</p> <p>2.2. Unless any of the Parties notifies the other Party before expiry of the definite term stipulated in clause 2.1 of this Agreement of its will to terminate this Agreement, this Agreement shall be considered to be extended for an indefinite period, subject to termination in accordance with Clause 14 of this Agreement.</p> <p><b>3 THE ONLINE PORTAL</b></p> <p>3.1 The Company will:</p> <p>3.1.1 maintain a webpage designated specifically on the Company's Website from which the Affiliate may obtain data in respect of the Company's related instructions (the "Company Portal");</p> <p>3.1.2 on a non-exclusive limited basis, provide the Affiliate with password access to the Company Portal;</p> <p>3.1.3 be entitled to withdraw, suspend or de-activate the Company Portal or the Affiliate's access to the Company Portal, temporarily or permanently, at any time for any reason;</p> <p>3.1.4 from time to time, monitor the Affiliate's provision of the Affiliate Services;</p>	<p>1.5 Nagłówki zawarte w niniejszej Umowie mają na celu jedynie ułatwienia odniesienia i nie mają wpływu na jej konstrukcję i interpretację.</p> <p><b>2 WEJŚCIE W ŻYCIE I OKRES OBOWIĄZYWANIA</b></p> <p>2.1. Niniejsza Umowa wchodzi w życie w Dacie Wejścia w Życie i obowiązuje przez czas oznaczony wynoszący 6 miesięcy.</p> <p>2.2. Jeżeli żadna ze Stron nie zawiadomi drugiej Strony przed upływem terminu określonego w ust. 2.1 niniejszej Umowy o zamiarze zakończenia współpracy, uważa się, że niniejsza Umowa została przedłużona na czas nieoznaczony, z zastrzeżeniem możliwości jej wypowiedzenia na zasadach określonych w ust. 14 niniejszej Umowy.</p> <p><b>3 PORTAL INTERNETOWY</b></p> <p>3.1 Spółka:</p> <p>3.1.1 zobowiązuje się prowadzić specjalnie oznaczoną stronę internetową w ramach Strony internetowej Spółki, skąd Partner może pobierać dane zgodnie z instrukcjami otrzymanymi od Spółki ("Portal Spółki");</p> <p>3.1.2 zobowiązuje się, na zasadzie braku wyłączności, zapewnić Partnerowi hasło dostępu do Portalu Spółki;</p> <p>3.1.3 jest uprawniona do cofnięcia, zawieszenia lub wyłączenia Partnerowi dostępu do Portalu Spółki, czasowo lub stale, w każdym czasie i z jakiegokolwiek powodu;</p>
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<p>3.1.5 monitor Applications submitted by Customers using the Tracking Codes and pay Fees to the Affiliate in accordance with Clause 11 and any applicable Insertion Order of this Agreement.</p> <p>3.1.5 not refer Customers that successfully complete a Payable Action to lenders and/or third parties who charge a fee.</p> <p>3.2 The Company holds title to the content and documents held within the Company Portal.</p> <p>3.3 The Company grants permission to the Affiliate to utilise any information and documentation held on the Company Portal for the sole purpose of introductions and continued business with the Company.</p> <p>3.4 The Affiliate shall at all times:</p> <p>3.4.1 be responsible for the usage of the Company Portal and keep its password and access details to the Company Portal secure and confidential at all times from loss or unauthorised use;</p> <p>3.4.2 Notify the Company promptly in writing (which</p>	<p>3.1.4 każdorazowo kontrolować świadczenie przez Partnera Usług Partnerskich;</p> <p>3.1.5 kontrolować Wnioski składane przez Klientów za pośrednictwem Kodów Śledzenia oraz płacić wynagrodzenie Partnerowi zgodnie z postanowieniami ust. 11 oraz wszelkich mających zastosowanie dla niniejszej Umowy Zleceń Umieszczenia;</p> <p>3.1.5 nie polecać Klientów, którzy skutecznie dokonali Płatnej Akcji Pożyczkodawcom lub podmiotom trzecim, za opłatą.</p> <p>3.2 Spółka zachowuje prawo do wszelkich materiałów oraz dokumentów znajdujących się i wprowadzonych do Portalu Spółki.</p> <p>3.3 Spółka udziela Partnerowi zezwolenia na korzystanie z informacji oraz dokumentów znajdujących się na Portalu Spółki jedynie celu rozpoczęcia oraz prowadzenia współpracy ze Spółką.</p> <p>3.4 Partner zobowiązuje się w każdym czasie:</p> <p>3.4.1 być odpowiedzialnym za sposób korzystania z Portalu Spółki oraz chronić i utrzymywać w tajemnicy swoje hasło dostępu oraz inne dane dostępowe do Portalu Spółki, aby uchronić je przed utratą lub</p>
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	<p>for the avoidance of doubt shall include e-mail) to the postal address or e-mail address notified by the Company to the Affiliate of any suspicion or knowledge of the loss of the Affiliates password access details or any unauthorised use of the Company Portal by any third party.</p>
<p><b>4 LICENCES</b></p> <p>4.1 The Affiliate shall at all times:</p> <p>4.1.1 be solely responsible for ensuring that, to the extent that is required by the Data Protection Legislation, Money Laundering Legislation and Other Regulatory Requirements, the Affiliate has been granted all applicable licenses and registrations and these at all times remain valid;</p>	<p>nieupoważnionym użyciem;</p> <p>3.4.2 niezwłocznie powiadomić Spółkę na piśmie (a w celu uniknięcia wątpliwości również za pośrednictwem poczty elektronicznej) na podany adres poczty Spółki oraz podany przez Spółkę adres poczty elektronicznej o jakichkolwiek podejrzeniach bądź wiedzy na temat utraty przez Partnera danych dostępu do Portalu Spółki lub nieupoważnionego użycia Portalu Spółki przez podmiot trzeci.</p> <p><b>4 ZEZWOLENIA</b></p> <p>4.1 Partner zobowiązuje się w każdym czasie:</p> <p>4.1.1 zapewnić, że w zakresie, w jakim jest to wymagane przez Przepisy o Ochronie Danych Osobowych, Przepisy o Praniu Brudnych Pieniędzy oraz przez Przepisy Mające Zastosowanie, posiada on wszelkie niezbędne i wymagane zezwolenia oraz rejestracje, które w każdym czasie pozostają ważne;</p>
<p><b>5 DATA PROTECTION AND MONEY LAUNDERING</b></p> <p>5.1 The Affiliate shall at all times:</p> <p>5.1.1 incorporate and maintain a Tracking Code in the provision of the Affiliate Services;</p> <p>5.1.2 carry on its business in accordance with the spirit as well as the terms of any</p>	<p><b>5 OCHRONA DANYCH OSOBOWYCH ORAZ PRZECIWDZIAŁANIE PRANIU BRUDNYCH PIENIĘDZY</b></p> <p>5.1 Partner zobowiązuje się w każdym czasie:</p> <p>5.1.1 wprowadzić oraz utrzymywać Kody Śledzenia w czasie świadczenia Usług Partnerskich;</p>



<p>legislation which may govern the provision of the Affiliate Services including the Data Protection Legislation and the Money Laundering Legislation;</p> <p>5.1.3 only communicate via telephone or electronic means (including text or email messages) with individuals who have legally consented to such communication in accordance with the Data Protection Legislation, and if requested by the Company provide evidence of such consent;</p> <p>5.1.4 only pass on personal data to the Company where it has first obtained the individual data subjects' express consent to do so including consent to receive third party marketing by electronic means, and if requested by the Company provide evidence of such consent;</p> <p>5.1.5 not engage in and/or facilitate spamming, indiscriminate advertising or unsolicited electronic communications, use of pop-ups or pop-up/under advertising;</p>	<p>5.1.2 prowadzić działalność gospodarczą zgodnie z jej charakterem, jak również zgodnie z przepisami prawa mogącymi mieć zastosowanie dla świadczenia Usług Partnerskich, włączając w to Przepisy o Ochronie Danych Osobowych oraz Przepisy o Praniu Brudnych Pieniędzy;</p> <p>5.1.3 komunikować się drogą telefoniczną bądź za pośrednictwem środków komunikacji elektronicznej (włączające w to wiadomości tekstowe i pocztę elektroniczną) jedynie z osobami, które wyraziły stosowną zgodę na podstawie Przepisów o Ochronie Danych Osobowych, a na żądanie Spółki wykazać wyrażenie stosownej zgody;</p> <p>5.1.4 przekazywać dane osobowe Spółce jedynie w przypadku, gdy uzyska wcześniejszą zgodę danej osoby na takie przekazanie, włączając w to zgodę na otrzymywanie informacji reklamowych za pośrednictwem środków komunikacji elektronicznej od podmiotów trzecich, a na żądanie Spółki wykazać wyrażenie stosownej zgody;</p> <p>5.1.5 nie udostępniać i nie brać udziału w masowym wysyłaniu wiadomości, zmasowanych kampaniach reklamowych, wysyłaniu niechcianej reklamy za pośrednictwem, środków</p>
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<p>5.1.6 within the Programme Material or in the course of delivering the Affiliate Services inform customers of the Affiliate's identity and contact details, (including a freephone contact telephone number and postal and email addresses), so that it is clear to customers that material is attributable to the Affiliate and so that customers may contact the Affiliate directly to request that marketing is ceased; and</p> <p>5.1.7 notify customers of what their details and any personal data will be used for.</p> <p>5.2 In the provision of the Affiliate Services, the Affiliate shall:</p> <p>5.2.1 to the extent that the Affiliate displays any Programme Material which refers, directly or indirectly, to the Company, ensure all Programme Material contains a simple and quick method at no cost (other than sending the message) to allow the Customer to opt out of receiving future Product Promotional Material as required by Data Protection Legislation;</p> <p>5.2.2 promptly comply with any customer opt-out requests;</p>	<p>komunikacji elektronicznej, jak również nie używać reklam wyskakujących na stronach internetowych;</p> <p>5.1.6 w ramach dostarczonego Oprogramowania oraz w trakcie świadczenia Usług Partnerskich informować klientów w zakresie swoich danych, w tym danych kontaktowych (włączając w to darmową infolinię, jak również adres poczty elektronicznej i poczty tradycyjnej), aby uniknąć wątpliwości w zakresie, w jakim materiały reklamowe można przypisać Partnerowi, w celu umożliwienia klientom bezpośredniego kontaktu z Partnerem w celu żądania zaprzestania działań marketingowych;</p> <p>5.1.7 poinformować klientów, jakie oraz w jakim celu będą przetwarzane ich dane osobowe.</p> <p>5.2 W ramach świadczenia Usług Partnerskich Partner zobowiązuje się:</p> <p>5.2.1 zapewnić, w zakresie, w jakim Partner wyświetla jakiegokolwiek Oprogramowanie powiązane pośrednio bądź bezpośrednio ze Spółką, że Oprogramowanie to zawiera prostą i darmową metodę (odmienną od wysłania wiadomości) pozwalającą Klientowi na rezygnację z otrzymywania w przyszłości Materiałów Promocyjnych zgodnie z Przepisami o Ochronie Danych Osobowych;</p>
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<p>5.2.3 have a system in place to deal with complaints about unwanted marketing; and</p> <p>5.2.4 manage and regularly update a suppression list of customers (rather than merely deleting the details) who have contacted the Affiliate directly to opt out of marketing, or in relation to customers which the Company has notified the Affiliate to remove from its contact lists, or the Affiliate otherwise reasonably believes should be removed from contact lists pursuant to the Data Protection Legislation, for all Affiliate Services and ensure adequate procedures are in place to prevent Affiliate Services being disclosed to parties detailed on that list.</p> <p>5.2.5. comply at all times with the Money Laundering Legislation.</p> <p>5.3 Following the transfer of a Customer or their data from the Affiliate to the Company, the Company shall own the data and be entitled to pass such data onto</p>	<p>5.2.2 niezwłocznie dostosować się do żądań klienta w zakresie złożonych rezygnacji (<i>opt-out requests</i>);</p> <p>5.2.3 posiadać stosowne procedury pozwalające na uporanie się z niechcianymi działaniami marketingowymi;</p> <p>5.2.4 zarządzać i regularnie aktualizować (w zakresie nieograniczającym się jedynie do usuwania szczegółów) listy wykluczeń w odniesieniu do klientów, którzy skontaktowali się z Partnerem w celu wypisania ich z listy osób otrzymujących materiały promocyjne, jak również w odniesieniu do klientów, których wypisania zażądała Spółka lub w sytuacji, gdy z innego uzasadnionego powodu Partner uważa, że klient powinien zostać wykreślony z takiej listy mając na uwadze Przepisy o Ochronie Danych Osobowych. Powyższe ma zastosowanie do wszelkich działań podejmowanych przez Partnera w ramach świadczenia Usług Partnerskich, który zobowiązuje się ponadto zapewnić, że posiada odpowiednie procedury w celu zapobieżenia ujawnienia szczegółów Usług Partnerskich osobom wskazanym na wyżej wymienionej liście.</p> <p>5.2.5. w każdym czasie postępować zgodnie z Przepisami o Praniu Brudnych Pieniędzy.</p>
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<p>service providers, provided that the Customer has consented to such transfer of data.</p> <p>5.4.1 The Company acting as data controller authorizes the Affiliate to carry out the processing of personal data of the Customers as data processor for the purpose determined in this Agreement.</p> <p>5.4.2 The scope of the personal data to be processed by the Affiliate shall be the following: 5.5.1. <b>XXXX</b></p> <p>5.4.3 The Affiliate shall process the personal data of the Customers solely within the scope and for the purpose determined in this Agreement and shall cease processing of the data and shall return or erase the data immediately after receiving the corresponding request of the Company or if processing thereof is no longer necessary for the purpose determined in this Agreement.</p> <p>5.4.4 The Affiliate represents that it applies technical and organisational measures protecting the data as required by the Data Protection Legislation. The Affiliate acknowledges that with regard to the observance of these requirements it shall bear the liability as the data controller under the Data Protection Legislation.</p> <p><b>6 ADVERTISING AND MARKETING</b></p> <p>6.1 The Affiliate shall at all times:</p>	<p>5.3 Mając na uwadze przekazanie Klienta oraz jego danych osobowych Spółce przez Partnera, Spółka powinna dysponować tymi danymi osobowymi wraz z uprawnieniem do przekazania ich podmiotom świadczącym usługi na podstawie stosownej zgody udzielonej przez Klienta na przekazanie jego danych osobowych.</p> <p>5.4.5 Spółka, działając jako administrator danych, upoważnia Partnera do przetwarzania danych Klientów w charakterze przetwarzającego dane osobowe, dla celów określonych w niniejszej Umowie.</p> <p>5.4.6 Zakres danych osobowych podlegających przetwarzaniu przez Partnera jest następujący: 5.5.1. <b>XXXX</b></p> <p>5.4.7 Partner zobowiązuje się przetwarzać dane osobowe Klientów jedynie w zakresie i dla celów określonych niniejszą Umową oraz zobowiązuje się zaprzestać przetwarzania danych lub niezwłocznie usunąć posiadane dane w razie otrzymania stosownego żądania ze Strony Spółki, jak również w sytuacji, gdy dalsze przetwarzanie danych nie jest niezbędne dla celów określonych w niniejszej Umowie.</p> <p>5.4.8 Partner oświadcza, że zapewni odpowiednie środki techniczne i organizacyjne w zakresie danych osobowych, zgodnie z Przepisami o Ochronie Danych Osobowych. Partner przyjmuje do wiadomości, że w związku z przestrzeganiem wyżej wskazanych wymagań ponosi on odpowiedzialność jak administrator danych na podstawie Przepisów o Ochronie Danych Osobowych.</p>
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<p>6.1.1 not hold itself out as the Company or advertise or promote itself as the Company or as a trading entity or associated company of the Company; including by displaying any of the Company's licenses , or data protection registration numbers, or copying and representing any of the Company's website terms of use or privacy policy;</p> <p>6.1.2 develop an independent and distinct privacy policy and rules and regulations for the supply of services by electronic means of communication in the meaning of the Act of 18 July 2002 on Electronically Supplied Services to be maintained upon the Affiliate's website.</p> <p>7.2 In the provision of the Affiliate Services, the Affiliate shall:</p> <p>7.2.1 to the extent that the Affiliate displays any Programme Materials which refer, directly or indirectly to the Company or any Lead Buyer, ensure all Programme Materials are presented in a manner which is fair, clear, not misleading, comprehensible, legible and accurate;</p> <p>7.2.2 remove any Programme Materials from any third party website or otherwise displayed upon the internet</p>	<p><b>6 USŁUGI REKLAMOWE I MARKETING</b></p> <p>6.1 Partner zobowiązuje się w każdym czasie:</p> <p>6.1.1 nie podawać się za w żaden sposób Spółkę, jak również nie reklamować się bądź promować jako Spółka czy też nie podawać się za partnera handlowego czy podmiot stowarzyszony ze Spółką. Powyższe dotyczy również okazywania zezwoleń Spółki, numerów rejestracji danych osobowych, jak również kopiowania oraz korzystania jakichkolwiek postanowień w zakresie polityki prywatności na stronie internetowej Spółki;</p> <p>6.1.2 rozwijać własną i niezależną politykę prywatności oraz regulamin świadczenia usług w rozumieniu przepisów ustawy z dnia 18 lipca 2002 r. o świadczeniu usług drogą elektroniczną.</p> <p>7.2 W ramach świadczenia Usług Partnerskich, Partner zobowiązuje się:</p> <p>7.2.1 w zakresie, w jakim wykorzystuje on jakiegokolwiek Oprogramowanie, które odnosi się pośrednio lub bezpośrednio do Spółki lub jakiegokolwiek Nabywcy Leadów, zapewnić, że Oprogramowanie to będzie prezentowane w sposób uczciwy, przejrzysty,</p>
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<p>if reasonably instructed to do so by the Company.</p> <p>7.3 In the provision of the Affiliate Services, the Affiliate shall not:</p> <p>7.3.1 make any charge to the Customer, offer any inducements or incentives (unless the Company has given written consent in advance), or make any representations or misleading statements to the Customer to persuade him to access the Company's Website or call the Company's Call Centre;</p> <p>7.3.2 engage in any unacceptable practices, including displaying links or Banners to the Company's Website from third party websites which (in the Company's sole view) contain objectionable content, which may include defamatory, obscene, defamatory, violent, discriminatory, hate-oriented, illegal or other morally questionable material; or</p> <p>7.3.3 engage in advertising methods forbidden in the Company's instructions to the Affiliate from time to time, including, delivering the Affiliate Services using</p>	<p>zrozumiały, nie wprowadzający w błąd, dokładny oraz czytelny;</p> <p>7.2.2 usunąć wszelkie Oprogramowanie znajdujące się na stronach internetowych podmiotów trzecich lub w inny sposób prezentowane w Internecie, jeżeli otrzyma odpowiednio uzasadnione żądanie ze strony Spółki.</p> <p>7.3 W ramach świadczenia Usług Partnerskich, Partner nie będzie:</p> <p>7.3.1 obciążać w jakikolwiek sposób Klienta, oferować mu jakichkolwiek okazji lub promocji (chyba, że Spółka udzieliła na to uprzedniej zgody), jak również składać żadnych wprowadzających w błąd oświadczeń, które miałyby zachęcić Klienta do wejścia na Stronę Internetową Spółki lub rozmowy telefonicznej z Call-Center Spółki;</p> <p>7.3.2 angażować się w jakiekolwiek nieakceptowalne praktyki, włączając w to wyświetlanie odsyłaczy lub Banerów, kierujących na Stronę Internetową Spółki, na stronach internetowych podmiotów trzecich, które (w opinii Spółki) posiadają niedopuszczalną zawartość, w tym materiały zniesławiające, nieprzyzwoite, oszczercze, agresywne, dyskryminujące, nawołujące do nienawiści, bezprawne lub inne</p>
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<p>incentivised social media traffic.</p> <p><b>8 OBLIGATIONS OF THE AFFILIATE</b></p> <p>8.1 The Affiliate shall at all times:</p> <p>8.1.1 monitor updates and comply with applicable guidance,, particularly that relating to electronic marketing;</p> <p>8.1.2 observe the best commercial and compliance practices in its performance of the Affiliate Services;</p> <p>8.1.3 carry on its business in accordance with the spirit as well as the terms of the Other Regulatory Requirements;</p> <p>8.1.4 comply with all applicable guidance and codes issued by competent regulatory authorities;</p> <p>8.1.5 treat all its customers fairly;</p> <p>8.1.6 not charge any Customer a fee for provision of the Affiliate Services;</p> <p>8.1.7 not hold itself out as an agent of the Company or</p>	<p>materiały moralnie niepewne;</p> <p>7.3.3 angażować się praktyki reklamowe każdorazowo zakazane przez Spółkę w jej instrukcjach przekazanych Partnerowi, włączając w to świadczenie Usług Partnerskich za pośrednictwem bodźców handlowych w mediach społecznościowych.</p> <p><b>8 OBOWIĄZKI PARTNERA</b></p> <p>8.1 Partner zobowiązuje się w każdym czasie:</p> <p>8.1.1 na bieżąco sprawdzać dostępność aktualizacji oraz postępować zgodnie z przekazanymi I mającymi zastosowanie wytycznymi, odnoszącymi się do marketing elektronicznego;</p> <p>8.1.2 obserwować najlepsze praktyki w zakresie reklamy oraz zgodności w ramach świadczenia Usług Partnerskich;</p> <p>8.1.3 prowadzić działalność gospodarczą zgodnie z jej charakterem, jak również zgodnie z Przepisami Mającymi Zastosowanie;</p> <p>8.1.4 postępować zgodnie ze wszelkimi mającymi zastosowanie wytycznymi oraz kodeksami wydanymi przez właściwe organy nadzorujące;</p> <p>8.1.5 traktować wszystkich swoich klientów w sposób sprawiedliwy;</p>
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<p>advertise or promote itself as the Company's agent;</p> <p>8.1.8 conduct its business with transparency and to disclose its status and the fact of any Fee that may be received by the Affiliate in all cases and, where specifically requested to do so by a Customer, the amount of such Fee;</p> <p>8.1.9 notify the Company immediately in writing should a material adverse change in the condition or operations of the Affiliate's business occur during the term of this Agreement;</p> <p>8.1.10 notify the Company immediately if it becomes subject to any investigation by any law enforcement or regulatory body whether or not the investigation is related to the Affiliate Services; and</p> <p>8.1.11 maintain up to date and accurate account information including contact information, details of customers marketed, details of the websites linked or used to display the Programme Material, third parties engaged or involved, visitor tracking information in the Affiliate's control and any other information relating to the delivery of the Affiliate Services and use of</p>	<p>8.1.6 nie obciążać Klientów opłatą tytułem świadczenia Usług Partnerskich;</p> <p>8.1.7 nie przedstawiać się jako pełnomocnik Spółki oraz nie reklamować się i nie promować jako pełnomocnik Spółki;</p> <p>8.1.8 prowadzić swoją działalność na zasadach przejrzystości oraz ujawnić każdorazowo swoją sytuację oraz fakt możliwości otrzymania Wynagrodzenia, przede wszystkim na żądanie Klienta, w tym również ujawnić wysokość Wynagrodzenia.</p> <p>8.1.9 niezwłocznie powiadomić Spółkę na piśmie o niekorzystnych zmianach w związku z sytuacją lub operacjami gospodarczymi prowadzonymi przez Partnera w czasie trwania niniejszej Umowy;</p> <p>8.1.10 niezwłocznie powiadomić Spółkę w razie wszczęcia wobec Partnera jakiegokolwiek postępowania przez jakiegokolwiek organy ścigania lub nadzoru, niezależnie od tego, czy dane postępowanie związane jest ze świadczeniem Usług Partnerskich;</p> <p>8.1.11 utrzymywać aktualne oraz prawidłowe informacje, włączając w to informacje kontaktowe, informacje o klientach, informacje o stronach internetowych używanych do</p>
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<p>the Programme Materials that the Company reasonably requires (the "Programme Account Information"). The Affiliate agrees to provide the Company with accurate and up to date Programme Account Information on request.</p> <p>8.2 In the provision of the Affiliate Services, the Affiliate shall notify the Company immediately on becoming aware of any complaint by a Customer or any breach or potential breach of the Data Protection Legislation, the Money Laundering Legislation, or the Other Regulatory Requirements and provide such assistance and information as the Company may require in dealing with the matter including forwarding letters of complaint, conducting investigations and providing the Company with assistance in responding to complaints where necessary.</p> <p>8.3 The Company reserves the right to conduct an audit of the Affiliate in order to assess the Affiliates compliance, upon providing the Affiliate with 14 days' notice in writing.</p>	<p>wyświetlania Oprogramowania, informacje o podmiotach trzecich zaangażowanych w działania Partnera, informacje o śledzeniu ruchu na stronie internetowej Partnera, jak również wszelkie pozostałe informacje powiązane ze świadczeniem przez Partnera Usług Partnerskich oraz korzystaniem przez Partnera z Oprogramowania, w zakresie, w jakim jest to niezbędne z punktu widzenia Spółki („Informacja o Stanie Oprogramowania”). Partner wyraża zgodę na dostarczanie Spółce aktualnej oraz prawidłowej Informacji o Stanie Oprogramowania na jej żądanie.</p> <p>8.2 W ramach świadczenia Usług Partnerskich Partner powinien niezwłocznie powiadomić Spółkę w razie powzięcia informacji o jakiegokolwiek reklamacji złożonej przez Klienta lub jakimkolwiek naruszeniu bądź możliwym naruszeniu Przepisów o Ochronie Danych Osobowych, Przepisów o Praniu Brudnych Pieniędzy lub Przepisów Mających Zastosowanie, jak również zapewnić wszelkich wymaganych przez Spółkę informacji oraz pomocy w celu rozwiązania problemu, włączając w to przekazywanie reklamacji, rozpoznawanie reklamacji oraz pomoc Spółce, w niezbędnym zakresie, w ramach udzielania odpowiedzi na złożone reklamacje.</p> <p>8.3 Spółka zastrzega sobie prawo do przeprowadzenia kontroli Partnera</p>
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<p>8.4 In the provision of the Affiliate Services, the Affiliate shall not:</p> <p>8.4.1 amend the substance or, format of, create new Programmed Material, without the prior consent of the Company;</p> <p>8.4.2 in any way misrepresent the Company or its terms of business;</p> <p>8.4.3 deal with any third party in such a way as to lead that third party to expect payment from the Company (unless the Company has given such written agreement in advance);</p> <p>8.4.4 sell the Programme Material to a third party.</p>	<p>w celu dokonania oceny zgodności działań Partnera, na mocy uprzedniego pisemnego powiadomienia Partnera skierowanego z co najmniej 14-dniowym wyprzedzeniem.</p> <p>8.4 W ramach świadczenia Usług Partnerskich, Partner nie będzie:</p> <p>8.4.1 poprawiać zawartości lub formatu Oprogramowania, jak również tworzyć nowego Oprogramowania, bez uprzedniej zgody Spółki;</p> <p>8.4.2 w jakikolwiek sposób fałszywie przedstawiać Spółkę w ramach jej działalności;</p> <p>8.4.3 współpracować w jakimkolwiek podmiocie trzecim w sposób, który mógłby prowadzić do tego, że podmiot ten będzie oczekiwał zapłaty przez Spółkę (chyba, że Spółka udzieliła uprzednio stosownej pisemnej zgody);</p> <p>8.4.4 sprzedawać Oprogramowania podmiotom trzecim.</p>
<p><b>9 INDEMNITY</b></p>	<p><b>9 ODSZKODOWANIE</b></p>
<p>9.1 The Affiliate will indemnify the Company (including the Company's officers, directors, employees and agents) and keep them indemnified from and against all claims, costs, liabilities, loss, injury or damage (including any legal costs or expenses and any compensation payment and disbursements) which may incur as a result of:</p> <p>9.1.1 any fraudulent act or breach by the Affiliate of any of the terms of this Agreement or of the Company's instructions or procedures; and/or</p>	<p>9.1 Partner wypłaci Spółce odszkodowanie (włączając w to zarząd Spółki, jej dyrektorów, pracowników oraz przedstawicieli) oraz zapewni pokrycie wszelkich możliwych roszczeń, kosztów, zobowiązań, strat, szkód, uszczerbków (włączając w to jakiegokolwiek koszty postępowania oraz związane z nim wydatki oraz wypłacone odszkodowania i zwroty kosztów), które mogą nastąpić jako skutek:</p>

<p>9.1.2 the Affiliate's conduct/misconduct being a factor in any decision of a competent court or any regulatory body or tribunal that the Customer was treated unfairly or any of the legal requirements under the Data Protection Legislation, Money Laundering Requirements or Other Regulatory Requirements have not been complied with.</p> <p>9.2 The Affiliate will indemnify the Company (including the Company's officers, directors, employees and agents) and keep them indemnified from and against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the Affiliate infringing any Intellectual Property Rights owned by a third party or the Company.</p>	<p>9.1.1 jakiegokolwiek oszukańczego działania lub złamania przez Partnera warunków niniejszej Umowy lub działania niezgodnego z wytycznymi lub procedurami Spółki;</p> <p>9.1.2 postępowania lub naruszenia obowiązków przez Partnera, które było powodem podjęcia decyzji przez odpowiedni sąd, organ nadzoru lub trybunał, zgodnie z którą Klient został potraktowany niezgodnie z prawem lub Partner nie dochował jakiegokolwiek z obowiązków wynikających z Przepisów o Ochronie Danych Osobowych, Przepisów o Praniu Brudnych Pieniędzy lub Innych Przepisów Mających Zastosowanie.</p> <p>9.2 Partner wypłaci Spółce odszkodowanie (włączając w to zarząd Spółki, jej dyrektorów, pracowników oraz przedstawicieli) oraz zapewni pokrycie wszelkich możliwych roszczeń, kosztów, zobowiązań, strat, szkód, uszczerbków (włączając w to wszelkie pośrednie lub bezpośrednie istotne szkody, utratę zysku, utratę reputacji, jak również odsetki, grzywny oraz inne prawne lub związane ze świadczeniem profesjonalnych usług koszty i wydatki) poniesionych przez Spółkę w wyniku lub w związku z naruszeniem przez Partnera Praw Własności intelektualnej Spółki lub podmiotów trzecich.</p>
<p><b>10 WARRANTIES</b></p> <p>10.1 The Affiliate warrants that:</p> <p>10.1.1 neither it nor any of its officers, directors, employees and agents have been involved in, charged with or convicted of any offence involving fraud or dishonesty;</p>	<p><b>10 ZAPEWNIENIA</b></p> <p>10.1 Partner zapewnia, że:</p>

<p>10.1.2 all business sent to the Company by the Affiliate is administered in accordance with the Company's instructions</p> <p>10.1.3 it is in compliance with all applicable laws; and</p> <p>10.1.4 it currently holds valid authorisation or it does not require authorisation to engage in the Affiliate Services; and</p> <p>10.1.5 it will not supply the Company with leads/data which they have already sold to another company and received back as a reject where the purpose is that for which the Customer has contracted.</p>	<p>10.1.1 zarówno on, jak i żaden z jego członków zarządu, dyrektorów, pracowników czy pełnomocników nie brał udziału, nie został oskarżony oraz nie został skazany za przestępstwo w związku z oszustwem lub za przestępstwo przeciwko mieniu;</p> <p>10.1.2 wszelka działalność prowadzona przez Partnera na rzecz Spółki prowadzona jest zgodnie z jej wytycznymi</p> <p>10.1.3 działa zgodnie ze wszelkimi mającymi zastosowanie przepisami prawa;</p> <p>10.1.4 posiada odpowiednie zezwolenia i nie wymaga dodatkowych zezwoleń w związku ze świadczeniem Usług Partnerskich;</p> <p>10.1.5 nie będzie dostarczać Spółce leadów oraz danych, które uprzednio zostały sprzedane innej spółce, a ta je odrzuciła biorąc pod uwagę treść wniosku klienta.</p>
<p><b>11 FEES</b></p> <p>11.1 The Affiliate will be paid a Fee for each customer referred which results in an agreed Payable Action accepted by the Company which is attributable to the Affiliate's provision of the Affiliate Services as determined by the Company considering the Tracking Codes.</p> <p>11.2 The Company reserves the right to reasonably estimate the directions resulting from the Affiliate Services if there is any error in the Tracking Codes.</p> <p>11.3 The Company reserves the right to vary the rate of Commission at any time without notice.</p> <p>11.4 The Affiliate shall only be entitled to receive payment of a Fee in the event that the balance of the Affiliate's Fee account is equal to or</p>	<p><b>11 WYNAGRODZENIE</b></p> <p>11.1 Spółka zapłaci Partnerowi Wynagrodzenie tytułem każdego skierowanego do niej klienta który dokona Płatnej Akcji zaakceptowanej przez Spółkę, którego można przypisać Partnerowi w ramach świadczenia Usług Partnerskich na podstawie analizy przez Spółkę Kodów Śledzenia.</p> <p>11.2 Spółka zastrzega sobie prawo do odpowiedniego oszacowania przepływu będącego skutkiem Usług Partnerskich, jeżeli wystąpiły</p>

	<p>greater than £25 (the Account Threshold). If the balance of the Affiliate's account with the Company does not satisfy the Account Threshold in any given calendar month, the balance of the account shall be transferred to the balance of the succeeding month.</p>	<p>11.5 The Company will provide the Affiliate with a report on Fees owed at the end of the billing period. Subject to the provisions of Clause 10.4, the Company shall pay the undisputed Fees due each month for the previous month's Affiliate Services, ten (10) days after the end of the month in which the Fee was accrued (or within such period as otherwise reasonably agreed in writing by both Parties), via bank transfer from the Company's bank account.</p>	<p>jakiegokolwiek błędów w Kodach Śledzenia.</p> <p>11.3 Spółka zastrzega sobie prawo do każdorazowego różnicowania wysokości Prowizji bez wcześniejszego powiadomienia.</p> <p>11.4 Partner będzie uprawniony do otrzymania Wynagrodzenia jedynie w sytuacji, gdy suma jego prowizji jest równa lub wyższa niż £25 (25 funtów szterlingów) (Próg Rachunku). Jeżeli stan konta Partnera nie osiąga w żadnym z miesięcy kalendarzowych Progu Rachunku, środki na rachunku będą przeniesione na rachunek następnego miesiąca.</p>
<p>11.6 If the Affiliate disputes any sum paid by the Company it must notify the Company in writing of such dispute, giving full details of the same and of the actual sum it claims on bona fide grounds it is due to be paid within ten (10) days of the date of receipt of the Fee payments.</p>	<p>11.5 Spółka, na zakończenie okresu rozliczeniowego, dostarczy Partnerowi raport dotyczący należnego Wynagrodzenia. Zgodnie z postanowieniami ust. 10.4, Spółka wypłaca wszelkie bezsporne należności do dziesiątego (10) dnia każdego miesiąca następującego po miesiącu, w którym świadczone były Usługi Partnerskie objęte naliczonym Wynagrodzeniem (lub w innym terminie umówionym w formie pisemnej przez Strony), przelewem bankowym z rachunku bankowego Spółki.</p>		
<p>11.7 Should the Affiliate suspend or terminate the performance of the Affiliate Services in the event that it determines that the Company is in breach of applicable law or this Agreement, the Company shall remain responsible for payment of all undisputed fees for performance of Affiliate Services by the Affiliate up until the date of any such suspension or termination.</p>	<p>11.6 Jeżeli Partner kwestionuje kwotę jakiegokolwiek sumy zapłaconej przez Spółkę, powinien on w ciągu dziesięciu (10) dni od dnia otrzymania Wynagrodzenia zawiadomić ją o tym na piśmie, podając szczegóły zapłaconej kwoty oraz kwoty, jaka jego zdaniem, mając ku temu uzasadnione podstawy, powinna zostać zapłacona.</p> <p>11.7 W razie stwierdzenia przez Partnera, że Spółka dokonuje</p>		

<p>11.8 The Fee specified therein shall be the only sums to which the Affiliate is entitled from the Company unless otherwise agreed and the Company will have no responsibility for any costs, fees or expenses which the Affiliate has negotiated or incurred with any other party.</p>	<p>naruszenia jakichkolwiek przepisów prawa bądź postanowień niniejszej Umowy, powinien się on wstrzymać ze świadczeniem Usług Partnerskich. Spółka zapłaci Partnerowi stosowne wynagrodzenie w bezspornej części tytułem świadczenia Usług Partnerskich przez Partnera do czasu zawieszenia lub zakończenia ich świadczenia.</p>
<p>11.9 The Company will not be liable to any person for any fees or disbursements incurred by the Affiliate or any person in the Affiliate's employment or acting as the Affiliate's agent unless the payment of such fees or disbursements has previously been accepted by the Company in writing. If, in breach of this condition, the Affiliate or any person in the Affiliate's employment or acting as the Affiliate's agent incurs a fee or disbursement which the Company pays, the Company may require an immediate reimbursement which the Affiliate will pay on demand, and the Company reserves the right to set off such fee or disbursement off against any monies owed to the Affiliate.</p>	<p>11.8 Wynagrodzenie określone w niniejszym ustępie jest jedynym i wyłącznym wynagrodzeniem należnym Partnerowi, chyba że Strony inaczej postanowiły. Spółka nie ponosi odpowiedzialności za jakiegokolwiek koszty, opłaty czy wydatki, które były przedmiotem negocjacji lub wynikły ze stosunków Partnera z podmiotami trzecimi.</p>
<p>11.10 Any sums, including interest, due to be paid by the Affiliate to the Company under this Agreement may be set off against any Fee due to the Affiliate.</p>	<p>11.9 Spółka nie będzie ponosić odpowiedzialności tytułem jakichkolwiek opłat czy zwrotu kosztów spowodowanych działaniem Partnera, w tym jego pracowników i pełnomocników, chyba że Spółka wcześniej pisemnie wyraziła zgodę na pokrycie tych kosztów. Jeżeli, naruszając powyższe warunki, działanie Partnera lub jego pracownika albo pełnomocnika doprowadziło do powstania obowiązku uiszczenia opłaty czy zwrotu kosztów i Spółka następnie te koszty pokryła, może ona niezwłocznie zażądać od Partnera zwrotu tych kosztów na podstawie stosownego wezwania. Spółka zastrzega sobie prawo do dokonania potrącenia kwoty odpowiadającej temu zwrotowi kosztów z należnościami przysługującymi Partnerowi od Spółki.</p>
<p>11.11 On termination of this Agreement pursuant to Clause 14, Fee arrangements shall be determined in accordance with Clause 15.</p>	<p>11.10 Jakiegokolwiek należności, włączając w to odsetki, należne Partnerowi na mocy postanowień niniejszej</p>

<p>11.12 All Fees are gross amounts payable to the affiliate and include any applicable taxes &amp; fees.</p>	<p>Umowy, mogą zostać potrącone z należnościami przysługującymi Spółce od Partnera.</p>
<p><b>12 CONFIDENTIALITY</b></p>	<p>11.11 W razie wypowiedzenia niniejszej Umowy zgodnie z postanowieniami ust. 14, porozumienia dotyczące Wynagrodzenia będą ustalone zgodnie z postanowieniami zawartymi w ust. 15.</p>
<p>12.1 The Affiliate shall not disclose or divulge or allow to be disclosed or divulged to any person, firm or company, any Confidential Information which the Affiliate receives or obtains in the course of providing the Affiliate Services in accordance with this Agreement and shall keep confidential all such information both during the period of this Agreement and after its termination whether such termination be by agreement or notice or as a result of default by either Party.</p>	<p>11.12 Wynagrodzenie określone w niniejszej Umowie wyrażone jest w kwocie brutto i obejmuje wszelkie należne podatki oraz opłaty.</p>
<p><b>13 INTELLECTUAL PROPERTY RIGHTS</b></p>	<p><b>12 POUFNOŚĆ</b></p>
<p>13.1 The Parties acknowledge that each of them may develop ideas for new Affiliate Services or new methods of advertising the Promotional Material. The Parties agree that such information is Confidential Information.</p>	<p>12.1 Partner zobowiązuje się nie ujawniać lub doprowadzić do ujawnienia jakimkolwiek osobom, firmom czy innym podmiotom Informacji Poufnych otrzymanych w związku ze świadczeniem Usług Partnerskich zgodnie z postanowieniami niniejszej Umowy, jak również zobowiązuje się zachować w poufności wszelkie informacji zarówno w trakcie trwania niniejszej Umowy, jak i po jej rozwiązaniu, niezależnie czy rozwiązanie Umowy nastąpiło w wyniku jej wypowiedzenia lub niewykonania przez którąkolwiek ze Stron.</p>
<p>13.2 The Parties agree that the Intellectual Property Rights in any work created for the purposes of this Agreement shall vest in the Party creating the work. Such Party shall however, grant a non-exclusive licence to the other Party to use such work for the purpose of carrying out its obligations under this Agreement.</p>	<p><b>13 PRAWA WŁASNOŚCI INTELEKTUALNEJ</b></p> <p>13.1 Strony oświadczają, że każda z nich może rozwijać pomysły dla nowych Usług Partnerskich lub nowych metod reklamowania Materiałów Promocyjnych. Strony uzgadniają, że takie informacje stanowią Informacje Poufne.</p> <p>13.2 Strony zgodnie oświadczają, że przez Prawa Własności Intelektualnej należy rozumieć każdy przejaw bądź rezultat</p>

<p>13.3 Neither Party shall acquire by reason of this Agreement or otherwise, any rights in the other's Intellectual Property Rights (including, without limitation in the brand name of either Party).</p>	<p>działalności powzięty dla celów związanych z niniejszą Umową, a każda ze Stron zachowuje swoje prawa wobec tego rezultatu. Strona udzieli jednakże, na zasadzie braku wyłączności, drugiej ze Stron licencji na korzystanie z takiego rezultatu swojej działalności, o ile jest on powiązany z</p>
<p>13.4 The Affiliate shall not unlawfully use or infringe any Intellectual Property Rights of the Company or any third party including the Company's and the Lenders' competitors in the market.</p>	<p>zobowiązaniami Strony istniejącymi na podstawie niniejszej Umowy.</p> <p>13.3 Żadna ze Stron nie nabywa na podstawie niniejszej Umowy lub w jakikolwiek inny sposób, jakichkolwiek Praw Własności Intelektualnej drugiej Strony (włączając w to, bez ograniczeń, firmę każdej ze Stron).</p>
<p>13.5 Without prejudice to Clauses 8.2 or 13.4, the Company shall not be liable for any infringement by the Affiliate of any third party Intellectual Property Rights and the Affiliate will be solely responsible for any third party claim made against the Affiliate for the infringement of a third party's Intellectual Property Rights.</p>	<p>13.4 Partner nie będzie bezprawnie korzystać lub naruszać Praw Własności Intelektualnej przysługujących Spółce lub jakimkolwiek podmiotowi trzeciemu, włączając w to również konkurentów rynkowych Spółki oraz Pożyczkodawcy.</p>
<p>13.6 The Affiliate warrants that it has not infringed any third party Intellectual Property Rights.</p>	<p>13.5 Bez uszczerbku dla postanowień ust. 8.2 oraz 13.4, Spółka nie ponosi odpowiedzialności za jakiekolwiek naruszenie przez Partnera Praw Własności Intelektualnej przysługujących podmiotom trzecim. Partner będzie jedynie odpowiedzialny w razie wystąpienia wobec Partnera przez podmiot trzeci z roszczeniami w związku z naruszeniem jego Praw Własności Intelektualnej.</p>
<p><b>14 TERMINATION</b></p>	<p>13.6 Partner zapewnia, że nie naruszył Praw Własności Intelektualnej żadnego podmiotu trzeciego.</p>
<p>14.1 This Agreement may be terminated at any time upon not less than thirty (30) days written notice given by either Party to the other but without prejudice to the accrued rights of either Party if a breach of the provisions of this Agreement has occurred.</p>	<p><b>14 WYPOWIEDZENIE UMOWY</b></p>
<p>14.2 The Company may terminate this Agreement immediately upon</p>	<p>14.1 Każda ze Stron może wypowiedzieć niniejszą Umowę w każdym czasie przy zachowaniu okresu</p>



<p>notice in writing to the Affiliate for any breach of this Agreement.</p> <p>14.3 The Company shall also be entitled to terminate this Agreement immediately by written notice should the Affiliate:</p> <p>14.3.1 fail to observe any of the provisions of the Company's reasonable instructions or standard procedures; or</p> <p>14.3.2 act in a manner, which, in the Company's opinion, adversely affects its position with regard to any statutory licensing provisions, the enforceability of Loans or its reputation.</p> <p>14.4 The Company may terminate this Agreement in the event that restrictions are imposed on the Company by any regulators, the Lenders on the Company's panel or restrictions are placed upon the Company's FCA permissions. Termination on this basis shall constitute Confidential Information.</p> <p>14.5 Notwithstanding the above Clause 14.2, either Party shall be entitled to terminate this Agreement immediately upon notice in writing to the other if the other:</p> <p>14.5.1 Ceases to trade or makes an arrangement with, or enters into a compromise with its creditors, becomes</p>	<p>wypowiedzenia wynoszącego co najmniej trzydzieści (30) dni, ale bez uszczerbku dla praw nabytych przez którąkolwiek ze Stron w razie naruszenia przez którąkolwiek ze Stron postanowień niniejszej Umowy.</p> <p>14.2 Spółka uprawniona jest do wypowiedzenia w formie pisemnej niniejszej Umowy ze skutkiem natychmiastowym w sytuacji, gdy Partner dokonał naruszenia któregokolwiek z postanowień niniejszej Umowy.</p> <p>14.3 Ponadto, Spółka uprawniona jest do wypowiedzenia w formie pisemnej niniejszej Umowy ze skutkiem natychmiastowym w sytuacji, gdy Partner:</p> <p>14.3.1 nie przestrzegał postanowień wytycznych oraz procedur Spółki</p> <p>14.3.2 działał w sposób, który w opinii Spółki niekorzystnie wpływał na sytuację Spółki w odniesieniu do przepisów dotyczących wydawania zezwoleń, możliwości dokonywania Pożyczek bądź jej reputacji.</p> <p>14.4 Spółka może wypowiedzieć niniejszą Umowę w razie nałożenia ograniczeń na Spółkę przez jakiegokolwiek organ nadzoru, Pożyczkodawcę będącego w portfelu Spółki czy nałożenia restrykcji w odniesieniu do zezwoleń wydanych przez FCA. Wypowiedzenie na tej podstawie stanowi Informację Poufną.</p> <p>14.5 Niezależnie od postanowień ust. 14.2, każda ze Stron jest uprawniona do wypowiedzenia drugiej Stronie w formie pisemnej</p>
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<p>a subject for voluntary arrangement, scheme of arrangement, receivership, administration, liquidation, bankruptcy or winding up, is unable to pay its debts or otherwise becomes insolvent;</p> <p>14.5.2 commits a material breach of this Agreement and where the breach is capable of remedy has failed to remedy such breach within thirty (30) days of being given written notice requiring remediation;</p> <p>14.5.3 if it is determined that the Affiliate Services requires a Licence or authorisation and the Affiliate has not been granted a Licence or been duly authorised ; or</p> <p>14.5.4 in cases where fraud is proven or is reasonably suspected to have been committed by the Affiliate.</p>	<p>niniejszej Umowy ze skutkiem natychmiastowym w sytuacji, gdy:</p> <p>14.5.1 zaprzestała działalności, zawarła porozumienie z wierzycielami, lub gdy do Spółki wprowadzony został zarząd komisaryczny, zarządca lub syndyk masy upadłościowej, lub gdy została rozwiązana lub została zlikwidowana lub w inny sposób stała się niewypłacalna.</p> <p>14.5.2 dokonała rażącego naruszenia postanowień niniejszej Umowy w sytuacji, gdy istniały środki naprawienia powstałych szkód, ale Strona, pomimo stosownego pisemnego wezwania od drugiej ze Strony, w ciągu trzydziestu (30) dni od jego doręczenia nie naprawiła powstałych szkód;</p> <p>14.5.3 jeżeli okaże się, że świadczenie Usług Partnerskich wymaga stosownego zezwolenia bądź licencji, a Partner takiego zezwolenia nie otrzymał.</p> <p>14.5.4 w sytuacjach, w których udowodniono Partnerowi dokonanie oszustwa lub gdy istnieją uzasadnione podejrzenia, że Partner dokonał oszustwa.</p>
<p><b>15 EFFECT OF TERMINATION</b></p>	
<p>15.1 In the event of termination of this Agreement in accordance with Clause 13, any undisputed sums due from either Party to the other shall continue to be due post-termination.</p>	
<p>15.2 Fees will be paid in accordance with the Company's normal terms on all cases approved and paid out before the date of termination, subject to</p>	<p><b>15 SKUTKI WYPOWIEDZENIA UMOWY</b></p> <p>15.1 W razie wypowiedzenia niniejszej Umowy zgodnie z jej postanowieniami zawartymi w ust. 13, wszelkie bezsporne należności przysługujące którejkolwiek ze</p>

<p>any right of set off being exercised in accordance with Clause 10.9.</p>	<p>Stron od drugiej ze Stron przysługują również po rozwiązaniu niniejszej Umowy.</p>
<p>15.3 Applications after the date of termination, resulting from a link or other direction attributable to the Affiliate, which has not been properly removed by the Affiliate in accordance with this Agreement (“Post Termination Applications”), shall not constitute a continuation or renewal of this Agreement or a waiver of the termination of this Agreement.</p>	<p>15.2 Wynagrodzenie będzie w każdym przypadku płatne zgodnie z dotychczasowymi zasadami obowiązującymi przed wypowiedzeniem niniejszej Umowy, z zachowaniem prawa każdej ze Stron do dokonania potrącenia należności zgodnie z postanowieniami ust. 10.9.</p>
<p>15.4 The Affiliate agrees that Fees or any other payments shall not be due and cannot be claimed by the Affiliate in respect of Post Termination Applications.</p>	<p>15.3 Wnioski złożone po dacie wypowiedzenia umowy, a będące skutkiem odsyłaczy lub innych działań możliwych do przypisania Partnerowi, który nie usunął ich zgodnie z postanowieniami niniejszej Umowy („Wnioski Złożone po Wypowiedzeniu Umowy”), nie stanowią o woli kontynuowania lub odnowienia niniejszej Umowy, jak również nie stanowią o zrzeczeniu się skutków oświadczenia o wypowiedzeniu Umowy.</p>
<p>15.5 Any liability of the Affiliate to pay money to the Company or to indemnify the Company against any liability shall continue notwithstanding the termination of this Agreement.</p>	<p>15.4 Partner wyraża zgodę, że nie przysługuje mu Wynagrodzenie lub jakakolwiek inna forma zapłaty w związku z Wnioskami Złożonymi po Wypowiedzeniu Umowy.</p>
<p>15.6 On termination of this Agreement:</p> <p>15.6.1 all pre-existing rights and obligations, which have accrued to or are owed by either Party under it continue in effect;</p> <p>15.6.2 the Affiliate agrees not to represent itself as being in any way connected with the Company;</p> <p>15.6.3 the Affiliate shall, as soon as practicable, but in any event within fourteen (14) days of termination of this</p>	<p>15.5 Obowiązek Partnera do zapłaty Spółce wynagrodzenia lub wypłaty odszkodowania za poniesioną szkodę nie ustaje pomimo wypowiedzenia niniejszej Umowy.</p> <p>15.6 W związku z wypowiedzeniem niniejszej Umowy:</p> <p>15.6.1 wszelkie istniejące dotychczas prawa i obowiązki, które Strony nabyły lub które przysługują którejkolwiek ze Stron pozostają w mocy;</p>

<p>Agreement, deliver to the Company all materials, documents, papers and any other items or property belonging to the Company or which relate to their business; and Version 1.1 Page 18</p> <p>15.6.4 the Affiliate shall, as soon as practicable, but in any event within fourteen (14) days of this Agreement, remove any Promotional Materials from any third party website or otherwise displayed upon the internet.</p> <p><b>16 NOTICES</b></p> <p>16.1 Any notice, request, instruction or other document to be given hereunder shall be delivered, sent by first class post, recorded delivery, facsimile transmission (confirmed as successfully dispatched) or email (confirmed as successfully delivered), to the address or to the facsimile number or email address notified to the other Party from time to time.</p> <p>16.2 Any such notice or other document shall be deemed to have been served:</p> <p>16.2.1 if delivered when left at the address;</p> <p>16.2.2 if sent by first class post or recorded delivery upon the expiration of two business days after posting;</p> <p>16.2.3 if sent by facsimile transmission upon the</p>	<p>15.6.2 Partner nie będzie w jakikolwiek sposób przedstawiać swoich powiązań ze Spółką;</p> <p>15.6.3 Partner zobowiązuje się w najkrótszym możliwym terminie, nie później jednak niż w ciągu czternastu (14) dni od dnia wypowiedzenia niniejszej Umowy, dostarczyć Spółce wszelkie materiały i dokumenty, a także inne przedmioty stanowiące własność Spółki lub będące związane z prowadzoną przez nią działalnością;</p> <p>15.6.4 Partner zobowiązuje się w najkrótszym możliwym terminie, nie później jednak niż w ciągu czternastu (14) dni od dnia wypowiedzenia niniejszej Umowy, usunąć wszelkie Materiały Promocyjne ze stron internetowych należących do podmiotów trzecich lub w inny sposób dostępnych w Internecie.</p> <p><b>16 POWIADOMIENIA</b></p> <p>16.1 Jakiegokolwiek powiadomienie, polecenie lub inny dokument, o którym mowa w niniejszej Umowie, będzie doręczany za pośrednictwem listu priorytetowego, przesyłki poleconej, faksu (z potwierdzeniem skutecznego nadania) lub poczty elektronicznej (z potwierdzeniem odbioru), na adres lub numer faksu lub adres poczty elektronicznej każdorazowo wskazywany drugiej Stronie.</p> <p>16.2 Jakiegokolwiek powiadomienie lub dokument uważa się za doręczone, gdy:</p>
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<p>expiration of twelve (12) hours after dispatch;</p> <p>16.2.4 if sent by email, Monday to Friday between the hours of 9am and 5pm, one (1) hour after dispatch, if sent outside the foresaid hours, then the next working day.</p>	<p>16.2.1 zostały doręczone osobiście;</p> <p>16.2.2 po upływie dwóch dni roboczych, gdy zostały wysłane listem priorytetowym lub przesyłką poleconą;</p> <p>16.2.3 po upływie dwunastu (12) godzin od chwili nadania, gdy zostały wysłane faksem;</p>
<p><b>17 FORCE MAJEURE</b></p> <p>17.1 The Parties shall not be liable for any breach of their obligations, acts or omissions hereunder resulting from an Event of Force Majeure. Where an Event of Force Majeure arises, the Party whose obligations are suspended by virtue of the Event of Force Majeure shall use all reasonable endeavors to mitigate the effect of such circumstances and to carry out such obligations or duties hereunder in such other way as may be reasonably practicable in all circumstances.</p> <p>17.2 The Parties agree to give notice to each other as soon as is reasonably practicable after first becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.</p>	<p>16.2.4 po upływie jednej (1) godziny od chwili nadania, gdy zostały wysłane za pośrednictwem poczty elektronicznej w okresie od poniedziałku do piątku pomiędzy 9:00 a 17:00; w razie wysłania poza tym okresem za doręczone uważa się w następny dzień roboczy.</p> <p><b>17 SIŁA WYŻSZA</b></p> <p>17.1 Strony nie ponoszą odpowiedzialności za jakiegokolwiek naruszenie swoich zobowiązań wynikających z niniejszej Umowy, zarówno w formie działania, jak i zaniechania, będące skutkiem Zdarzenia Siły Wyższej. W razie zaistnienia Zdarzenia Siły Wyższej, Strona, której zobowiązania są niemożliwe do wykonania z uwagi na Zdarzenie Siły Wyższej, powinna podjąć wszelkie odpowiednie działania w celu zmniejszenia skutków takich okoliczności, a także wypełnić te zobowiązania w inny możliwy i</p>

<p>17.3 In the event of a Party receiving notice from the other pursuant to Clause 17.2, both Parties shall, within fourteen (14) days of the notice, jointly determine what measures, if any, can be put in place to prevent the occurrence (where possible) or mitigate the effect of the Event of Force Majeure.</p>	<p>uzasadniony w danych warunkach sposób.</p> <p>17.2 Strony zobowiązują się wzajemnego, niezwłocznego powiadomienia w sytuacji, w której uzasadnione będzie przekonanie, że ma miejsce Zdarzenie Siły Wyższej. Powiadomienie to będzie zawierać szczegóły okoliczności, które doprowadziły do powstania Zdarzenia Siły Wyższej.</p>
<p>17.4 If a default due to an Event of Force Majeure continues for more than four (4) weeks after expiry of the fourteen (14) day period provided for in Clause 17.3, the Party not in default shall be entitled to terminate this Agreement with immediate effect by giving written notice to the other. The Parties shall have no liability to each other in respect of the termination of the Agreement as a result of an Event of Force Majeure, but rights and liabilities, which have accrued prior to termination, shall subsist.</p>	<p>17.3 W sytuacji otrzymania przez Stronę powiadomienia, o którym mowa w ust. 17.2, obie Strony w ciągu czternastu (14) dni od dnia doręczenia tego powiadomienia, uzgodnią wspólnie środki, które mogą doprowadzić do zapobieżenia, jeżeli jest to możliwe, Zdarzeniu Siły Wyższej, lub przynajmniej złagodzić skutki Zdarzenia Siły Wyższej.</p> <p>17.4 Jeżeli stan niewykonywania umowy ze względu na Zdarzenie Siły Wyższej trwa co najmniej cztery (4) tygodnie po upływie 14-dniowego terminu, o którym mowa w ust. 17.3, Strona niebędąca w stanie naruszania postanowień niniejszej Umowy jest uprawniona do wypowiedzenia niniejszej Umowy bez zachowania okresu wypowiedzenia poprzez przekazanie drugiej Stronie stosownego powiadomienia na piśmie. Pomiędzy Stronami nie powstaje odpowiedzialność w związku z</p>
<p>17.5 Clauses 17.2 to 17.4 shall not apply in circumstances where there is an effective implementation of a business continuity plan.</p>	

<p><b>18 WAIVER</b></p> <p>The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach by the same or other provisions, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or power or privilege that it has or may have operate as a waiver of any breach or default by the other Party.</p>	<p>wypowiedzeniem niniejszej Umowy w rezultacie Zdarzenia Siły Wyższej, ale wszelkie uprawnienia i zobowiązania nabyte przez Strony w okresie przed wypowiedzeniem, nie wygasają.</p> <p>17.5 Postanowienia zawarte w ust. 17.2 do 17.4 nie mają zastosowania w sytuacji, w której skutecznie wprowadzono w życie plan ciągłości działania.</p>
<p><b>19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999</b></p> <p>Except as stated in this Agreement, a person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act.</p>	<p><b>18 ZRZECZENIE SIĘ PRAW</b></p> <p>Zrzeczenie się przez którąkolwiek ze Stron dochodzenia roszczeń z tytułu naruszenia warunków niniejszej Umowy nie będzie rozumiane jako zrzeczenie się roszczeń z tytułu innych naruszeń warunków niniejszej Umowy będących konsekwencją naruszenia tych lub innych jej postanowień, jak również nie będzie miało takich skutków jakiegokolwiek opóźnienie lub zaniechanie przez którąkolwiek ze Stron w wykonywaniu lub korzystaniu z jakichkolwiek praw i uprawnień przyznanych w niniejszej Umowie.</p>
<p><b>20 GOVERNING LAW AND JURISDICTION</b></p> <p>20.1. The formation, construction, performance, validity, and all aspects whatsoever of this Agreement shall be governed by English Law and the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts.</p> <p>20.2. The provisions of Clause 20.1. shall be without prejudice to any binding provisions of the Polish law, which cannot be derogated by the agreement of the Parties regardless of the choice of law.</p>	<p><b>19 PRAWO KONTRAKTÓW (I PRAW OSÓB TRZECICH) Z 1999</b></p> <p>Z wyjątkiem przypadków wyraźnie wskazanych w niniejszej Umowie, osoby nie będące Stronami niniejszej Umowy nie posiadają żadnych uprawnień na podstawie brytyjskiej ustawy Prawo kontraktów (i praw osób trzecich) z 1999 r. (The Contracts [Rights of Third Parties] Act 1999) w zakresie wykonania jakiegokolwiek postanowienia niniejszej Umowy, co oznacza, że wpływa ona na żadne uprawnienia lub środki zaradcze osoby trzeciej istniejące lub dostępne w oderwaniu od tej ustawy.</p>
<p><b>21 VARIATION</b></p>	<p><b>20 PRAWO WŁAŚCIWE I JURYSDYKCJA</b></p>

<p>The Company reserves the right to amend this Agreement from time to time on the provision of a notice to the Affiliate in accordance with Clause 15. The Affiliate agrees that any notice of this Agreement in amended form and the Affiliate's continued provision of the Affiliate Services thereafter will constitute notice to the Affiliate of any variation to this agreement.</p>	<p>20.1. Zawarcie, interpretacja, ważność, wykonanie i wszelkie aspekty niniejszej Umowy podlegają prawu angielskiemu, a Strony zobowiązują się poddać ją wyłącznej jurysdykcji sądów angielskich.</p> <p>20.2. Postanowienia zawarte w ust. 20.1 pozostają bez wpływu na obowiązujące przepisy prawa polskiego, które nie mogą być uchylone przez niniejszą Umowę, niezależnie od wyboru prawa obcego.</p>
<p><b>22 ASSIGNMENT</b></p>	<p><b>21 ZMIANA UMOWY</b></p>
<p>22.1 The Company may at any time:</p> <p style="padding-left: 40px;">22.1.1 assign any of its rights under this Agreement</p> <p style="padding-left: 40px;">22.1.2 transfer any of its obligations under this Agreement;</p> <p style="padding-left: 40px;">22.1.3 subcontract or delegate any of its obligations under this Agreement; and/or</p> <p style="padding-left: 40px;">22.1.4 charge or deal in any other manner with this Agreement or any of our rights or obligations.</p>	<p>Spółka zachowuje prawo do dokonania zmiany niniejszej Umowy każdorazowo poprzez doręczenie Partner stosownego powiadomienia zgodnie z postanowieniami ust. 15. Partner akceptuje, że jakiegokolwiek powiadomienie odwołujące się do niniejszej Umowy w zmienionym brzmieniu, w przypadku dalszego nieprzerwanego świadczenia Usług Partnerskich po zawiadomieniu, będzie uważane za powiadomienie Partnera o zmianie niniejszej Umowy.</p>
<p>22.2 The Affiliate shall not, without the prior written consent of the Company:</p>	<p><b>22 PRZENIESIENIE PRAW</b></p>
<p style="padding-left: 40px;">22.2.1 assign, transfer or novate this Agreement in favour of any third party;</p> <p style="padding-left: 40px;">22.2.2 sub-affiliate, delegate or sub-contract any of its services or obligations under this Agreement.</p>	<p>22.1 Spółka może w każdym czasie:</p> <p style="padding-left: 40px;">22.1.1 dokonać przeniesienia wszelkich uprawnień przysługujących jej na podstawie niniejszej Umowy;</p> <p style="padding-left: 40px;">22.1.2 dokonać transferu któregokolwiek z jej zobowiązań wynikających z treści niniejszej Umowy;</p> <p style="padding-left: 40px;">22.1.3 dokonać zlecenia lub przekazania któregokolwiek z jej zobowiązań wynikających z treści niniejszej Umowy;</p> <p style="padding-left: 40px;">22.1.4 dokonać obciążenia lub w jakikolwiek inny sposób dokonać zbycia jej obowiązków lub uprawnień</p>



<p><b>23 ENTIRE AGREEMENT</b></p> <p>This Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein and supersedes and cancels all prior communications, representations, warranties and agreements whether oral or written between the Parties.</p>	<p>przysługujących jej na podstawie niniejszej Umowy.</p> <p>22.2 Partner, bez otrzymania uprzedniej pisemnej zgody ze strony Spółki, nie ma prawa:</p> <p>22.2.1 przeniesienia praw lub nowacji niniejszej Umowy na rzecz strony trzeciej;</p> <p>22.2.2 dokonania zlecenia, lub przekazania jakichkolwiek usług lub zobowiązań wynikających z niniejszej Umowy.</p>
<p><b>24 NO PARTNERSHIP</b></p> <p>Nothing in this Agreement shall be deemed to constitute a partnership between the Parties.</p>	
<p><b>25 AGENCY</b></p> <p>25.1 The Affiliate acknowledges that it has no authority to enter into any contract, make any representation, give any warranty or incur any liability on behalf of the Company, or collect any payment on behalf of the Company, without the prior written consent of the Company.</p> <p>25.2 Nothing in this Agreement is intended to give rise to an agency relationship between the Parties.</p>	<p><b>23 CAŁOŚĆ UMOWY</b></p> <p>Niniejsza Umowa przedstawia całość porozumienia pomiędzy Stronami w odniesieniu do jej zawartości i tym samym zastępuje i unieważnia wszelkie uprzednie porozumienia, oświadczenia, zapewnienia i umowy, tak pisemne, jak i ustne, zawarte pomiędzy Stronami.</p> <p><b>24 STOSUNKI STRON</b></p> <p>Żadne z postanowień niniejszej Umowy nie skutkuje ustanowieniem spółki pomiędzy Stronami.</p>
<p><b>26 SEVERANCE</b></p> <p>If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.</p>	<p><b>25 UPRAWNIENIA STRON</b></p> <p>25.1 Partner uznaje, że nie ma uprawnień do zawarcia umowy lub składania zapewnień i gwarancji, jak również do ponoszenia odpowiedzialności za Spółkę oraz do pobierania jakichkolwiek środków w imieniu Spółki, bez uprzedniej pisemnej zgody Spółki.</p> <p>25.2 Żadne z postanowień niniejszej Umowy nie ma na celu ustanowienia spółki pomiędzy Stronami.</p>
<p><b>27 LANGUAGE VERSIONS</b></p> <p>This agreement has been drafted in Polish and English. In case of any discrepancy between the Polish and</p>	<p><b>26 ROZDZIELNOŚĆ POSTANOWIEŃ</b></p>

<p>the English version of this Agreement, the English version of this Agreement shall prevail.</p> <p>Signed for and on behalf of Quint Group Limited</p> <p>By (signature): Name: Title: Date:</p> <p>Signed for and on behalf of [<i>the Affiliate's company name</i>]</p> <p>By (signature): Name: Title: Date:</p>	<p>Jeżeli którekolwiek postanowienie (lub jego część) niniejszej Umowy zostanie z jakiegokolwiek powodu przez odpowiedni sąd lub inny organ uznane za nieważne, bezprawne lub niemożliwe do wykonania, takie postanowienie zostanie, w niezbędnym zakresie, wyłączone z zastosowania, przy czym wszystkie pozostałe postanowienia niniejszej Umowy pozostaną ważne i wykonalne.</p> <p><b>27 WERSJE JĘZYKOWE</b></p> <p>Niniejsza umowa została sporządzona w wersji polskiej oraz wersji angielskiej. W przypadku rozbieżności pomiędzy wersjami, strony są związane wersją angielską.</p> <p>Podpisane za i w imieniu Quint Group Limited</p> <p>Przez (podpis): Imię i nazwisko: Tytuł: Data:</p> <p>Podpisane za i w imieniu [<i>nazwa spółki Partnera</i>]</p> <p>Przez (podpis): Imię i nazwisko: Tytuł: Data:</p>
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## **SCHEDULE 1**

### **THE COMMISSION**

Commissions will be paid to the Affiliate at the standard rate as specified by the Company unless otherwise agreed in writing.

