

# Terms And Conditions

All parties here to here by agree to the terms and conditions set forth below.

This terms and conditions and any Insertion Order, whether expressly provided herein or in-incorporated by reference (collectively, the 'Agreement') constitute the entire and exclusive agreement between Affilnext Digital Services Private Limited (herein after referred to as 'AFFILINEXT').

Who further collectively referred to as '**Parties**', separately as '**Party**' mentioned above.

## 1. Interpretations:

Any reference to 'writing' or similar expressions includes a reference to facsimile transmission as well as e-mail and other electronic communication which is capable of being printed by the recipient and other present and future comparable means of communication.

## 2. Definitions

**'Advertiser'** means one or more advertisers and clients of AFFILINEXT who produce the advertising materials, authorize AFFILINEXT as its intermediary to implement one or several campaign(s), and acquire traffic, actions or sales through AFFILINEXT and AFFILINEXT's publishers.

**'Publisher'** means one or more partners and affiliates of AFFILINEXT who promote the advertising materials for AFFILINEXT and AFFILINEXT's clients by running campaigns provided by AFFILINEXT's marketing platform, "TRACKIER," in which is accessible on online via <https://panel.affilnext.com>

**'Sub-Publisher'** means one or more partners and affiliates of Publisher who promote the advertising materials for Publisher.

**'AFFILINEXT Advertising Platform'** means AFFILINEXT's proprietary mobile platform, , located at <https://panel.affilnext.com> and any service, software and/or features available there in which enable Advertiser to promote and distribute products.

**'Advertising Platform'** means Publisher's proprietary mobile platform based on mobile or web, in which is manipulated or serviced by Publisher, in order to promote and distribute products.

**'Advertising Materials'** includes but not limited to logos, pictures, texts, video, banners, landing pages, artwork, copy, or active URLs and creatives of campaign.

**'Product'** means the application or online service platform (website, etc.) which is wholly-owned by or licensed to Advertiser or AFFILINEXT. 'Campaign (Service)' means the activities carried out by AFFILINEXT and AFFILINEXT's publishers for Advertiser on the basis of this Agreement, which mainly consist of placing and promoting the banner and landing pages of product by Advertiser, also includes other activities aiming at promoting the product as well as any required web marketing consulting services.

**'IO (Insertion Order)'** means document to clarify and describe the business details issued by AFFILINEXT to its publishers from time to time. This Agreement shall be accompanied with several IOs and each such IO shall be the part of this Agreement.

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**‘Conversion’** The point at which a recipient of a marketing message performs a desired action. Conversion includes the result of procedures that one certain user committed desired action requested by Advertiser.

- **‘CPA’** means deliverables sold on a cost per acquisition/action basis
- **‘CPS’** means deliverables sold on a cost per sale basis.
- **‘CPR’** means deliverables sold on a cost per registration basis.
- **‘CPE’** means deliverables sold on a cost per execution basis.
- **‘CPL’** means deliverables sold on a cost per lead basis.
- **‘CPI’** means deliverables sold on a cost per install basis.
- **‘CPC’** means deliverables sold on a cost per click basis.
- **‘CPM’** means deliverables sold on a cost per 1000 impressions basis.

**‘Intellectual Property’** means rights, title and interest to and in any discovery, development, invention, patent, including application for the grant of such right, improvement, design(whether registered or unregistered), process, formula, method, database, information, drawing, code, computer program, copyright work or any work of authorship(present and future), semiconductor or other topography, trademark (whether registered or unregistered) or trade name or get-up/trademark.

**‘Business Day’** means a day other than Saturday, Sunday or public holiday in INDIA

### 3. Formation of the Agreement

3.1 The Agreement sets forth the terms and conditions under which publishers shall represent AFFILINEXT and provide service to AFFILINEXT and AFFILINEXT’s advertisers.

3.2 Any Other terms, conditions, performance criteria, guarantees or prior representations, warranties, whatsoever (whether written or oral), irrespective of the timing, shall be of no effect unless otherwise is provided herein. Any modification to the Agreement shall be of no effect unless expressly specified in Insertion Order in writing and signed by both of Parties or respective authorized representatives of the Parties.

3.3 This Agreement supersedes all previous discussions and agreements of the Parties (or their subsidiaries or parent companies) with respect to the subject matter of this Agreement.

### 4. Provision of Service

4.1 Subject to the terms and conditions, during the term of this agreement, Publisher is granted the right (but not the obligation) to distribute and promote product, which is determined by at its sole discretion, but as its first priority, it shall be considered and following the guide provided by AFFILINEXT.

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4.2 AFFILINEXT grants to authorize AFFILINEXT's publisher(s) which has the according qualifications and licenses to publish advertising materials provided by both AFFILINEXT and AFFILINEXT's Advertiser and there consignment shall not need the separate permission or authorization of Advertiser if there is no notification prior to launching campaigns.

AFFILINEXT shall have the right, at its sole discretion and upon the request of its advertisers, to remove any advertising material from AFFILINEXT Advertising Platform at any time (as applicable), thus request pause of campaigns to Publisher with notice. Therefore, Publisher shall remove advertising materials as soon as possible if: (a) AFFILINEXT receives a complaint from any person, its advertisers, or entity regarding any such advertising material; (b) AFFILINEXT reasonably believes that displaying any such advertising material will have an adverse impact on AFFILINEXT Advertising Platform and/or its reputation or business; (c) the advertising material is in breach of any applicable law, rule or regulation, or industry best practices; (d) the advertising material is in violation of any terms and conditions of this Agreement; or (e) the advertising material which results in the infringement of any third party's right; (f) AFFILINEXT receives complaints and requests from its Advertiser or clients by not reaching the suggested KPIs from its advertisers and clients. AFFILINEXT shall not be liable for any damages or costs resulting from the removal of any such Advertising Material.

4.3 AFFILINEXT may request, by a written notice, that its Publisher suspends the distribution of any Product within 24-hour and/or modifies any Advertising Material or any restrictions within 24-hour from receipt of such notice (the 'Notice Period').

4.4 AFFILINEXT grants Publisher a revocable, non-transferable, non-exclusive limited license to use AFFILINEXT Advertising Platform and any data, reports, information or analysis arising out of such use solely for the purposes set forth in this Agreement.

4.6 AFFILINEXT's approval of Publisher's and Sub-Publisher's participation and use shall be withheld or terminated at any point at AFFILINEXT's sole discretion with a 24-hour written notice, regardless of initial acceptance in accordance with this Agreement.

4.7 AFFILINEXT grants Publisher a non-exclusive, transferable, irrevocable right to use the advertising materials for the sole purpose of advertising campaign set forth in the Insertion Order and the Agreement. Except as expressly specified herein, Publisher shall not be granted any other rights and interests of advertising materials and trademarks, service marks, copyrights, patents or trade secrets of Advertiser and AFFILINEXT.

4.8 Publisher shall not be permitted to use any materials except for advertising materials provided by AFFILINEXT, and alter, modify, manipulate or create derivative works of the links or any creative, copy or other materials owned by, or licensed to Advertiser in anyway.

4.9 All self-made creatives, texts, pre-landers or other own made materials for promotion of these products and derivatives shall be submitted to AFFILINEXT to obtain prior approvals. If the Publisher and Sub Publishers knowingly used unapproved materials to promote the advertisements and caused any damages, Publisher is solely obligated to indemnify such results.

4.10 AFFILINEXT shall not be liable for any delay, error or cancellation caused by Advertiser.

4.11 Publisher may request for advertisement-related materials to AFFILINEXT and AFFILINEXT shall provide

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4.12 Publisher is obligated to submit screen-captured image or such information of the advertisement (i.e. APP- package name, URL, publisher info, etc) collected within 24-hour after having launched the campaign requested by AFFILINEXT. If not, AFFILINEXT is not obligated to any harms or loss of publisher caused by advertiser by not providing requested materials.

## 5. Tracking data, Payment, and Payment Liability

5.1 Publisher shall start the verification of tracking data with AFFILINEXT in writing and shall finish the verification within the first 15 days of each calendar month. If the conversion report is provided by the AFFILINEXT and the discrepancy as to the data exceeds 5%, the Parties shall check and negotiate to decide the final number. If the Parties fail to finish the verification, or if there is any dispute about the related data and the dispute cannot be resolved within the first 15 days of each calendar month, both parties agree to final number based on AFFILINEXT's calculation or provided numbers from the dashboard.

5.2 Invoice shall be issued to AFFILINEXT monthly after the service is offered. Credit term shall be 30 days after the date of invoice. However, if there is an issue with AFFILINEXT's trading bank, the payment can be delayed up to 5-business days, and it will be announced in advance. All payments due hereunder are in U.S. dollars.

5.3 Publisher agrees to receive the payment by bank transfer or Paypal (<http://Paypal.com>) as per the information given by Publishers. For amount between 100 to 300 USD will be paid via Paypal, and any amount over 300 USD shall be paid via wire-transfer. Any relevant expense or fee regarding the payment such as bank fees shall be individually paid by each Party.

5.4 If AFFILINEXT delays its payment up to 30 days to Publisher under the Agreement, AFFILINEXT shall be charged a penalty interest of 1% of the overdue amount per month. However, AFFILINEXT is not obliged to indemnify Publisher any damages caused by the delay and reimburse the costs of collecting the debt (including the costs of legal assistance, costs of submitting an extra-judicial claim and court expenses).

5.5 If AFFILINEXT has made a prepayment and at the end of the validity of the Agreement, it appears that the Publisher has spent for AFFILINEXT's advertisement less than AFFILINEXT has prepaid. In such a case the Publisher is obligated to make a refund for prepayment within 30 days after the termination of the Agreement. Before refunding, AFFILINEXT shall finalize all not invoiced spending and make necessary adjustments where needed. After finalizing all current statistics, Publisher's unused balance will be refunded to AFFILINEXT at AFFILINEXT's request, minus Publisher's costs and fees, within 30 days.

5.6 No matter how publisher's system tracks the data of the performance, it shall not exceed both what AFFILINEXT and the advertiser's tracking system (herein after "tracker") have. Therefore, AFFILINEXT's number and data, based on the tracker, shall be final that both parties shall agree with. Also, AFFILINEXT is not obliged to the conversions recorded on publisher's system in which is not agreed by both parties.

5.6 If Publisher is a non-Korea resident corporation, AFFILINEXT has no obligation to pay any taxes imposed to the publisher, and Publisher shall not demand any taxes or additional fees charged. The final amount agreed by both parties by the article 5.6 here above shall remain as FINAL. AFFILINEXT is only responsible for local GST(18%) imposed to the local publishers.

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## 6. Fraud and Quality Report

6.1 Publisher is expressly prohibited from using any persons, means, devices or arrangements to commit fraud in order to increase the number of clicks, downloads, or obtain any required information, etc. Such acts include but not limited to using automated means, spyware, steal ware, cookie-stuffing or any other deceptive acts that cause harm to Advertiser (collectively, 'Fraud').

6.2 If there is any signs of fraudulent activities of Publisher are detected by AFFILINEXT or Advertiser, AFFILINEXT may, with reasonable basis, request Publisher to deliver proper evidences in order to prove itself free from any fraudulent activities, including but not limited to the advertisement screen shots, details of SubPublishers, data or any other materials to AFFILINEXT within 5 business days of the request. Otherwise, the traffic for the campaign which was determined as fraud will be rejected and deducted from the payment scheduled that month. Withholding revenue can be last as 60 days from the end of the month in which the revenue was generated, and AFFILINEXT may provide reports showing such affected tags, domains, performance counts, and reasons of fraud/rejection recognized by the tracker, ad-verification tool, or another verification tool certified by the advertiser.

## 7. Representations and Warranties

7.1 Each of the parties hereby represents and warrants that: (a) the Agreement constitutes a valid and legally binding obligation of it, enforceable against it in accordance with its terms; (b) it has all requisite corporate power and authority to execute, deliver, and perform its obligations under the Agreement; (c) it is duly organized and in good standing under the laws of its state of organization; and (d) the execution of the Agreement or the performance of its obligations under the Agreement do not and will not violate any other obligation or agreement, law or regulation by which it is bound or to which it is subject.

7.2 AFFILINEXT hereby represents and warrants that during the term hereof, it will provide commercially reasonable efforts to perform its obligations hereunder.

7.3 Publisher hereby represents and warrants that: (i) it owns or has the valid legal right or license (as applicable) to use and distribute the advertising materials provided by AFFILINEXT, to the extent required or contemplated hereunder, and the right shall be complete and without any defects and other dispute; (ii) Publisher shall not contact and make any forms of contract with the Advertiser directly without agreement between AFFILINEXT and Publisher in advance; (iii) any and all activities and/or obligations it undertakes in connection with the Agreement shall be performed in compliance with all applicable laws, rules and regulations; (iv) it is solely responsible for Advertising Platform; (v) Publisher hereby warrants that (i) it shall not use the creatives or data provided by AFFILINEXT on behalf of 3rd party without official and written permission of AFFILINEXT; (ii) The use of creatives or data given by AFFILINEXT without proper permission, it may regarded as violation of the agreement; (iii) The publisher hereby is aware of the fact that unauthorized distribution or use of the data and creatives given by AFFILINEXT may cause huge damage and error to AFFILINEXT to sustain its advertising activities. AFFILINEXT and advertiser hereby represents and warrants that the Advertising Materials meet the following requirements: (a) are in compliance with all applicable laws, rules and regulations, industry best practices of the country and district where the Parties are located and where the advertisement is published, (b) do not and will not, at any time during the term hereof, infringe or violate any proprietary right or any other right of any person or entity; (c) shall be true, lawful, and without any false statement and shall not deceive and misguide customers; (d) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or otherwise contains materials that Publisher informs AFFILINEXT that it

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considers objectionable.

## 8. Limitation of Liability

In the event that Publisher fails to place campaign in accordance with the schedule provided in the Insertion Order, or in the event of any other failure, technical or otherwise, the sole liability of Publisher and exclusive remedy of the Publisher shall be limited to placement of the campaign at a later time in a comparable position, or extension of the end date specified in the Insertion Order until the campaign are delivered. IN NO EVENT WILL AFFILINEXT OR PUBLISHER, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO ADVERTISER OR ANY OTHER PERSON OR ENTITY, FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION TO DAMAGES FOR ANY LOST PROFITS OR REVENUES, LOSS OF GOODWILL, SERVICE INTERRUPTION, LOSS OF CUSTOMERS, LOSS OF ANY EQUIPMENT OR SOFTWARE, SYSTEMS, COMPUTER DAMAGE OR SYSTEM FAILURE, LOSS OF DATA OR INFORMATION, INTEREST CHARGES OR COST OF CAPITAL, COST OF PROCUREMENT OF SUBSTITUTE EQUIPMENT, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ADVERTISER'S ABILITY OR INABILITY TO USE AFFILINEXT ADVERTISING PLATFORM OR ADVERTISING PLATFORM UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT EITHER PARTY SHOULD HAVE REASONABLY FORESEEN OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THE

AGREEMENT, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, EXCEED THE TOTAL AMOUNTS PAID BY AFFILINEXT DURING LAST 6 MONTHS WHEN THE CLAIMED PARTY

RECEIVED THE NOTICE OF THE CLAIMING PARTY. THE AFFILINEXT confirms that it has entered into the Agreement with Publisher relying on the limitations of liability stated herein and that those limitations are an essential part of the bargain between Publisher and AFFILINEXT.

## 9. Indemnification

Publisher agrees to hold harmless, defend and indemnify AFFILINEXT, and their respective officers, directors, shareholders, employees, agents and other Representatives harmless against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses including reasonable attorneys' fees based on or arising out of: (a) any breach of this Agreement by Publisher; or (b) any gross negligence or willful misconduct of Advertiser or its associated companies or any of their respective directors, officers, employees, contractors, agents or other Representatives.

9.1 AFFILINEXT hereby agrees to indemnify, defend and hold Publisher and their respective officers, directors, shareholders, employees, agents and other Representatives harmless against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses including reasonable attorneys' fees based on any breach of this Agreement, including any representation, warranty, restriction or obligation made by AFFILINEXT herein.

## 10. Disclaimer of Warranty

Publishers are obligated to make any reasonable commercially efforts to monitor the advertisement published by its own Sub-Publishers, for any purpose and, as a result, is partially responsible for the accuracy, completeness, appropriateness, legality or applicability of the advertising materials or anything described or suggested by Advertiser or AFFILINEXT. Publisher's Advertising Platform and any other

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technology or services should provide the materials and guides to its Sub-Publishers, which are provided by AFFILINEXT as on an 'AS-IS' basis. Except, in event that such materials and guides provided by AFFILINEXT are not in compliance with all applicable laws, rules and regulations, industry best practices of the country and district where the Parties are located and where the advertisement is published. In addition, in order to make campaigns on Publisher's Advertising Platform, AFFILINEXT shall do its best to provide proper advertisement materials to Publisher through its Advertising Platform, however, AFFILINEXT does not represent or warrant that: (i)AFFILINEXT Advertising Platform or any part therein will be error free or that any errors will be corrected; (ii)the operation of AFFILINEXT Advertising Platform or any part therein will be uninterrupted.

## 11. Confidential Information

'Confidential Information' means (i)campaign, prior to publication, (ii)the Insertion Order and any AFFILINEXT statistics which shall be deemed AFFILINEXT Confidential Information; and/or (iii) any information designated in writing, or identified orally at time of disclosure, by the disclosing party as 'confidential' or 'proprietary'. 'During the term of this Agreement, and for a period of two years following any End Date, neither party will use or disclose any Confidential Information of the other party except as specifically contemplated herein. The foregoing restriction does not apply to information that: (i)has been independently developed by the receiving party without access to the other party's Confidential Information; (ii)has become publicly known through no breach of this section by the receiving party; (iii)has been rightfully received from a third party authorized to make such disclosure; (iv)has been approved for release in writing by the disclosing party; or (v)is required to be disclosed by a competent legal or governmental authority.

## 12. Cancellation, Term and Termination

12.1 This Agreement shall commence on the date of signature of Insertion Order by both AFFILINEXT and Publisher. Unless terminated by either Party upon three (3) business days with prior written notice to other party, the Agreement shall automatically renew for successive 2 year term.

12.2 Unless designated on the IO as non-cancellable, AFFILINEXT may cancel the IO before Publisher starts the Campaign, within a 48hours with written notice.

12.3 Unless otherwise provided in this Agreement, if one party breaches any provision hereof materially and has not made any correction within 15 days after the other party's written notice, the other party shall be entitled to terminate this Agreement.

12.4 Upon termination of this Agreement for any reason, AFFILINEXT pays all unpaid amounts to Publisher within 60 days from the termination date unless there is a traffic quality issue arisen by AFFILINEXT or Advertiser. Also, any and all licenses and rights granted to Publisher in connection with this Agreement shall be immediately ceased and terminated. Publisher shall: (i)immediately terminate all use of and delete all links and intellectual property which provided by AFFILINEXT or Advertiser; (ii)immediately cease to use any and all campaigns and/or related materials available to its Sub-Publisher in connection with Publisher's participation in the services

## 13. Force Majeure

'Force Majeure' means events which are beyond the control of the Parties to this Agreement, and which are unforeseen, unavoidable or insurmountable, and which prevent total or partial performance by each Party. Such events shall include earth quakes, typhoons, flood, war, riots or any other instances which cannot be foreseen, prevented or controlled, including instances which are accepted as Force Majeure in general

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International commercial practice. Either party shall not be held responsible for failure or delay to perform all or any part of this agreement due to Force Majeure. However, the party affected by the event of Force Majeure shall inform the other party of its occurrence in writing as soon as possible and thereafter send a certificate of the event issued by the relevant authorities to the other party within thirty (30) days after its occurrence. If the event of Force Majeure continues for more than forty-five (45) days, both parties shall negotiate the performance or the termination of this Agreement. If within three (3) months after the occurrence of the event of Force Majeure both parties cannot reach an agreement, either party has the right to terminate this Agreement. In the case of such a termination either party shall bear its own costs, further claims for compensation in connection with the termination shall be excluded.

## **14. Headings**

Headings used in this Agreement are provided for convenience only and shall not be used to define, limit or describe the scope of this Agreement and shall not form a part hereof.

## **15. Jurisdiction and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea (South Korea), without giving effect to principles of conflicts of law. Any dispute hereunder will be negotiated in good faith between the parties within 45 days commencing upon written notice from one party to the other. If any dispute cannot be resolved by negotiation, then any Party may submit the dispute to the Korean Commercial Arbitration Board for arbitration by arbitrators which shall be conducted in accordance with its arbitration rules in effect at the time of applying for arbitration. The place of arbitration shall be Republic of Korea (South Korea), and the arbitration shall be conducted in English language, unless the arbitration directs both parties to have interpreters instead.

## **16. Notice**

Any notice to be given hereunder shall be in writing and shall be transmitted by facsimile or email or sent by express air mail, and shall be deemed given when transmitted by facsimile, the day of such facsimile to transmitted, or if sent by mail or email when received, to the parties at the addresses specified at the IO of this Agreement.

## **17. Miscellaneous**

17.1 The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

17.2 If any provision contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that mostly reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

The Agreement shall not operate so as to create a partnership or joint venture of any kind between the parties. Nothing contained in the Agreement shall be so construed as to constitute either party to be the agent

17.3 of the other. Neither party shall have any authority to make any commitments on the other party's behalf.