

Terms and Conditions

The following are the terms and conditions governing your (hereinafter "Publisher") relationship with CPA network Level Next Direct (brand name Affiliate ninjas), (hereinafter "Affiliate ninjas") and the use of any website associated with Affiliate Ninjas's services (hereinafter "Site"). Publisher agrees to use the Site and any additional services offered by Affiliate Ninjas only in accordance with these Terms and Conditions. Affiliate Ninjas reserves the right to make changes to the Site and these Terms and Conditions at any time. Publisher's continued use of the Site after any such modification and notification thereof (which may be provided by e-mail to the email address provided in the course of Publisher's registration with Affiliate Ninjas) shall constitute Publisher's consent to such modification.

1. Approval of Publisher.

Registration with Affiliate Ninjas shall not confer any right on Publisher to market or promote any Programs (as defined under section 2) made available by Affiliate Ninjas on the Site on behalf of its clients (the "Advertisers"). Participation by Publisher in the Affiliate Ninjas publisher lead generation program is subject to review and approval by Affiliate Ninjas. All prospective publishers need official approval from Affiliate Ninjas before they can become Publishers. Official approval requires meeting the criteria listed under Sections 1.1 and 1.2 below, however approval is not automatically granted upon fulfillment of said criteria. Affiliate Ninjas reserves the right to withhold or refuse approval for any reason at Affiliate Ninjas's sole discretion. Once Publisher has been accepted into the Program, Publisher's continued right to participate is conditioned upon Publisher's ongoing compliance with all of the terms and conditions of this Agreement. Failure of the Publisher to observe the terms and conditions of this Agreement will disqualify Publisher from participating in the Program. Publisher may re-qualify for program upon proof of compliance with terms and conditions of this Agreement, subject to approval by Affiliate Ninjas. Publisher shall promptly notify Affiliate Ninjas in the event of a material change in its business practices or strategy. Approval of a Publisher can be withdrawn by Affiliate Ninjas, at any time for any reason.

1.1. Minimum Eligibility Requirements.

In order to be eligible to become a Publisher, all websites, affiliated websites and e-mail distribution lists (collectively the "Media") must meet the following criteria, at a minimum: All Publishers that wish to send advertisements via email must have the consent of the consumer to send such email and each Publisher shall maintain records evidencing such consent including, without limitation:

- I: Member opt-in date
- II: Registration source
- III: First name
- IV: Last name
- V: Address
- VI: Email address
- VII: Any other information collected and will supply such records to Affiliate Ninjas within one business day of request thereof

Unless otherwise approved in writing by Affiliate Ninjas, Publishers may not offer incentives to users as means to enhance the performance of any Program (as defined below); incentives include but are not limited to awarding them cash, points, prizes, contest entries, etc.; Publisher websites must be fully functional at all levels; no "under construction" sites or sections; Publisher's policies must be compliant with state and federal laws and regulations including but not limited to the CAN-SPAM Act of 2003 Spawning process pop-ups are prohibited; and Such other criteria as Affiliate Ninjas may from time to time determine, in its sole discretion.

1.2. Publisher Website Content.

The content of Publisher's Media shall be subject to Affiliate Ninjas's subjective approval and must comply with all applicable laws and regulations (including all laws respecting intellectual property rights) and, in any event, shall not include the following:

- Pornographic material, including any material appealing to the prurient interests
- Racial, ethnic, political, hate-mongering or otherwise objectionable content;
- Investment, money-making opportunities or advice not permitted under law;
- Gratuitous violence or profanity;
- Material that defames, misrepresents, abuses, or threatens physical harm to others;
- Promotion of illegal substances or activities such as illegal online gambling, how to build a bomb, counterfeiting money, etc.;
- Software Pirating;
- Obscenity and any spoofing, redirecting, or trafficking from adult-related websites in an effort to gain traffic;
- Infringement or violations of the patents, copyrights, trademarks, rights of publicity, rights of privacy, moral rights, music performance or other music-related rights, or any other right of any third party;
- Any illegal activity whatsoever; and
- Links to any affiliate networks

2. Use of the Site.

2.1. The Site allows Affiliate Ninjas to post offers of advertising programs sponsored by Affiliate Ninjas or its affiliates on the system ("Program(s)"). The Programs will specify the amount and terms under which Publisher will receive payment when the applicable Program's requirements are fulfilled. Compensation is derived from a specified event ("Event") identified in a Program, such as clicks, click-throughs, sales, registrations, impressions and leads. If Publisher accepts a Program, Publisher agrees to place that Program's advertising creative (including designated "subject" and "from" lines, the Advertiser's CAN-SPAM disclosures and any other disclosures provided therein) ("Specified Advertising Materials") on Publisher's Media. Publisher shall display the Specified Advertising Materials exactly as they appear on the Site and will not alter them in any way. Failure to adhere to this requirement may, in addition to all other remedies available to Affiliate Ninjas, result in termination of Publisher. Affiliate Ninjas may terminate a Program at any time, at Affiliate Ninjas's sole discretion. Affiliate Ninjas shall take reasonable efforts, including but not limited to email communications, to notify Publisher of such termination. Affiliate Ninjas is responsible for displaying and administering all active Programs and tracking the payments owed.

2.2. Special Rules Governing Email Campaigns.

2.2(a). In the event that Affiliate Ninjas or Publisher receives a complaint from any recipient of a Program transmitted by Publisher, upon our request Publisher will immediately provide Affiliate Ninjas with appropriate records verifying that recipient's consent to receive email transmissions from Publisher. Such records include, but may not necessarily be limited to, the Internet address of Publisher's opt-in/opt-out website, the date of the recipient's action, and Publisher's privacy policy.

2.2(b). Publisher may not use an advertiser's name (including any abbreviation thereof) in the originating email address line or subject line of any email transmission.

2.2(c). No Misleading Headers or Other Masking of Email Origin. An email may not include falsification of header information, false registrations for email accounts or IP addresses used in connection with email ads, and retransmissions of an email ad for the purpose of concealing its origin. Publisher and/or their email delivery providers are prohibited from relaying or retransmitting emails from a computer or computer network that was accessed without authorization.

2.2(d). Subject lines may not be false or misleading such that it would likely mislead a reasonable recipient as to the contents or subject matter of the message. Publisher may only use approved Specified Advertising Materials, including subject lines available provided by Affiliate Ninjas or subject lines for which Publisher has documented approval from Affiliate Ninjas.

2.2(e). Specified Advertising Materials consisting of email messages must contain clear identification. Messages containing advertisements or solicitations must identify themselves as such, and do so by "clear and conspicuous" means, for example, by stating in the message body "This advertisement is brought to you by (Your Company)". Further, the sender must identify itself as the initiator and sender of the email including company name, email and physical address.

2.2(f). Effective Method of Opting Out of Future Mailings. Senders of commercial emails must give recipients an effective means of requesting not to receive future email ads from that sender. At a minimum, the publisher must give the recipient the ability to send a reply message to unsubscribe, opt out via postal letter and provide a functioning unsubscribe link that must remain in operation for 30 days from the date of the original email transmission.

2.2(g). All unsubscribe requests must be implemented within 10 business days from their receipt. You may not sell or transfer an email address once someone has opted out of receiving future communications, whether from only the advertiser or globally.

2.2(h). No Random or Invalid Generation of Email Addresses. Publisher is responsible for knowing the source of its email list. Email addresses may not be obtained by the use of a program for random generation of email addresses, and/or "scraping" websites or online services. Publisher must have full opt-in data for all recipients in its database.

3. Monitoring.

Affiliate Ninjas shall be constantly monitoring, on its own or with the assistance of third parties, the Publishers for compliance with these Terms and Conditions, without limiting the generality of the foregoing:

3.1. All Publishers will be monitored by Affiliate Ninjas (or a third party retained by Affiliate Ninjas for such purposes) for compliance with applicable legal requirements,

with respect to honoring unsubscribe requests and compliance with the use of the Specified Advertising Materials. If the monitoring is done by a third party, such third party will share all such information with Affiliate Ninjas.

3.2. Each unsubscribe list furnished to a Publisher shall be separately and technologically identified so that Affiliate Ninjas will be able to ensure that each Publisher is not disseminating or otherwise using the unsubscribe list other than in a manner required by applicable law. Publisher must not send further emails to names already on or newly added to the unsubscribe list.

4. License.

Affiliate Ninjas grants Publisher a revocable, non-transferable, non-sublicensable, non-exclusive limited license to use the Site (including any Specified Advertising Materials posted thereon) and any data, reports, information or analyses arising out of such use (the "Site Data") solely for the purpose of marketing or promoting the Programs hereunder and subject to these Terms and Conditions and the applicable Program Terms. If a Publisher also maintains its own network of publishers, such Publisher may not provide the Program to its publishers, without the prior written consent of Affiliate Ninjas. Under such conditions, Publisher will require its publishers to agree to and comply with these Terms and Conditions. If a Publisher fails to adhere to the foregoing requirements, in addition to any other remedies available to Affiliate Ninjas, Publisher shall forfeit its rights to any amounts owed by Affiliate Ninjas to Publisher. Publisher acknowledges and agrees that Publisher does not have, nor will it claim any right, title or interest in the Site software, applications, data, methods of doing business or any elements thereof, or any content provided on the Site (including the Specified Advertising Materials). Publisher may only access the Site via web browser, e-mail or in a manner approved by Affiliate Ninjas. Publisher will not attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Site tags, source codes, links, pixels, modules or other data provided by or obtained from Affiliate Ninjas that allows Affiliate Ninjas to measure ad performance and provide its service. In addition, Publisher acknowledges that all non-public information, data and reports received from Affiliate Ninjas hereunder or as part of the services hereunder is proprietary to and owned by Affiliate Ninjas. If instructed to do so by Affiliate Ninjas and/or if Publisher shall be terminated by Affiliate Ninjas, Publisher will immediately destroy and discontinue the use of any Affiliate Ninjas data, including Site Data, and any other material owned by Affiliate Ninjas or the Advertisers.

5. Non-Solicitation.

Publisher agrees that Publisher will not approach or attempt to engage in a contract with any of Affiliate Ninjas's clients (each such client, individually a "Client" and all such clients, collectively "Clients") directly or indirectly via a Client's ad agency, broker or any other person or entity. Affiliate Ninjas will promptly reply in writing to any inquiries received from Publisher regarding the status of any person or entity as a Affiliate Ninjas Client so as to aid Publisher in its efforts to comply with the non-solicitation provisions of this Agreement. Because Affiliate Ninjas will be irreparably harmed by Publisher's conduct, and because the true extent of such harm will be impossible to quantify, monetary damages will not be an adequate remedy for any such conduct. Publisher agrees that Affiliate Ninjas shall be entitled to injunctive relief precluding Publisher from

taking or continuing any action or conduct in violation of this provision, to be issued by any court of competent jurisdiction upon a showing of any such violative conduct by Publisher.

6. Participation in our Program.

Affiliate Ninjas shall provide Publisher with material to create a website for the purpose of search engine optimization, or Publisher can create its own website. In either event, no website shall be released online, and nonsubmission, inclusion or any traffic can be sent to it, prior to Affiliate Ninjas's review and approval of it. If Publisher already has its own website, Publisher's website will be subject to Affiliate Ninjas's review and approval. Approval shall be written or by electronic submission. All Program related websites will contain links ("Links") provided by Affiliate Ninjas directing traffic to product sales web pages served by Affiliate Ninjas. Publisher's selection of entities to be included on any such website is also subject to Affiliate Ninjas's review and approval, of which shall not be unreasonably withheld. Should any of Affiliate Ninjas's Client(s) provide content which includes imbedded bots, Data Miners, links or other creative, graphic, text or html, all content shall remain at all times the sole property of Affiliate Ninjas.

Publisher agrees to comply with all applicable laws and regulations, including but not limited to, those enforced by the Cyprus Federal Trade Commission and the state attorneys general. Failure to comply with such laws and regulations will result in termination of a Publisher's account. Compliance shall be determined by Affiliate Ninjas at its sole discretion.

6.1. Links.

Publisher agrees to use the Links in the exact form that we deliver them to Publisher. Publisher agrees not to modify, alter, delete, or adapt the Links in any manner without Affiliate Ninjas's written approval. Links must be served from the Affiliate Ninjas server, unless otherwise permitted in writing by Affiliate Ninjas. Publisher shall not take any actions to impede the action of or to disable any such links. Publisher agrees to, if request by Affiliate Ninjas, modify or alter Links or Tracking devices in the manner requested by Affiliate Ninjas. Publisher further agrees that it shall in no event modify or interfere with Tracking devices unless specifically instructed to do so by Affiliate Ninjas in accordance with the previous sentence.

6.2. Ownership.

Affiliate Ninjas owns all rights, title, and interest to Links and user data collected and derived through the activities countenanced pursuant to this Agreement. Affiliate Ninjas may choose to imbed certain data mining tools within Links from time to time ("Data Miners"). Any data derived by any such Data Miner shall be the sole property of Affiliate Ninjas. Affiliate Ninjas may, from time to time, opt to share data derived from Data Miners with Publisher to help Publisher optimize the quality of leads generated from Publisher's activities or to otherwise improve the quality, functionality and mutual profitability of the activities of the parties under this Agreement. If Affiliate Ninjas does share data derived from Data Miners with Publisher, Publisher agrees that this data will be used solely by Publisher for the purposes for which it is provided to Publisher and will not be shared by Publisher with any other third party or entity without the written

approval of Affiliate Ninjas. Should Affiliate Ninjas choose to provide advertising creative content, web design services or other web content of any type ("Web Content") to Publisher, Publisher shall use such Web Content: (i) in exactly the form that it is delivered to the Publisher by Affiliate Ninjas without modification unless approved by us in writing; (ii) only in the manner expressly permitted by Affiliate Ninjas in writing and only until Affiliate Ninjas shall request that Publisher discontinue its use of such advertising creative, at which time Publisher shall discontinue such use within two (2) business days of being requested by Affiliate Ninjas to do so.

7. Deception or Fraud.

Prohibited Use among other things:

- Have click-through or conversion rates that are much higher than industry averages and where solid justification for such higher click-through or conversion rates is not evident to the reasonable satisfaction of Affiliate Ninjas;
- Have ONLY click or lead generation programs generating clicks or leads with no indication by site traffic that it can sustain the clicks or leads reported;
- Have shown fraudulent leads as determined by the Advertisers;
- Have used any incentives to procure clicks or leads
- Have provided leads obtained other than through intended consumer action. For instance, use of phone books, or similar such compilations of personal data, to complete lead generation forms shall be considered fraudulent behavior.
- Use fake redirects, automated software, and/or other fraudulent mechanisms to generate Events from the Programs.

If Publisher fraudulently adds leads or clicks or inflates leads or clicks by fraudulent traffic generation (such as pre-population of forms or mechanisms not approved by Affiliate Ninjas or use of sites in co-registration campaigns that have not been approved by Advertiser), as determined solely by Affiliate Ninjas, Publisher will forfeit its entire commission for all programs and its account will be terminated. If Publisher is notified that fraudulent activities may be occurring on its Media, and Publisher fails to take prompt action to stop the fraudulent activities, then, in addition to any other remedies available to Affiliate Ninjas, Publisher shall be responsible for all costs and legal fees arising from these fraudulent activities. In addition, in the event that Publisher has already received payment for fraudulent activities, Affiliate Ninjas reserves the right to seek credit or remedy from future earnings or to demand re-imburement from Publisher.

All the campaigns, using co-registrations will be considered as fraudulent and won't be paid.

7.1. Prohibited Use.

The following are examples of materials that must not be included in Your Content. The following materials are either illegal or prohibited by the Company for purposes of posting on the Website. We reserve the right (but are not obligated) to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this provision, by submitting or posting any of the following:

- Material that is offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Material that threatens, harasses or advocates harassment of another person;

- Material that exploits people in a sexual or violent manner;
- Material that contains nudity, violence, or offensive subject matter or contains a link to an adult Website;
- Material that includes a photograph of another person that you have posted without that person's consent;
- Material that solicits personal information from anyone under the age of 18;
- Material that provides any telephone numbers, street addresses, personal or business email addresses, or last names;
- Material that contains information that you know is false or misleading or material that promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- Material that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated music, movies or computer programs or links to them, or providing information to circumvent manufacture-installed copy-protect devices;
- Material that involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- Material that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses.

8. Payment.

Publisher will be paid per the terms of each Program. Affiliate Ninjas shall pay any amounts due approximately 15 days after the cashout request done at the platform, less any taxes required to be withheld under applicable law, provided that Affiliate Ninjas may, in its discretion, withhold payments until such time as the Advertiser has paid Affiliate Ninjas for any Program. In addition to any other remedies that may be available to Affiliate Ninjas, in the event of any breaches by Publisher of these Terms and Conditions, Publisher shall forfeit its rights to any amounts owed by Affiliate Ninjas to Publisher. Affiliate Ninjas reserves the right to withhold or reduce any payments owed to Publisher as a consequence of any offsets taken by Advertisers for fraudulent traffic, invalid Events, technical errors, tracking discrepancies and the like. Affiliate Ninjas shall compile, calculate and electronically deliver data required to determine Publisher's billing and compensation. Any questions regarding the data provided by Affiliate Ninjas need to be submitted in writing within 10 business days of receipt, otherwise the information will be deemed accurate and accepted as such by Publisher. Affiliate Ninjas will not pay for any Events that occur before a Program is initiated, or after a Program terminates. Invoices submitted to Affiliate Ninjas and payments made to Publisher shall be based on the Events as reported by Affiliate Ninjas. Affiliate Ninjas will not be responsible to compensate Publisher for Events that are not recorded due to Publisher's error.

9. Term.

The initial terms of this Agreement shall be for one year from the date of its first execution by the last party to so execute. Upon the one year anniversary of the execution, this Agreement shall automatically renew for successive thirty (30) day terms, unless: (a) not less than thirty (30) days prior to the date of any such automatic renewal, a party notifies the other in writing that it does not wish to renew this Agreement; or (b) this Agreement is otherwise earlier terminated pursuant to the provisions hereof.

10. Termination.

Affiliate Ninjas reserves the right, in its sole and absolute discretion, to terminate a Program and remove any advertisements at any time for any reason, upon written notice to Publisher. Upon removal of any advertisements, Publisher shall terminate the Program and immediately cease emailing and any traffic involved with removed advertisement(s). Affiliate Ninjas also reserves the right to terminate Publisher's access to the Site at any time without notice.

Termination notice will be provided via e-mail and will be effective immediately, meaning, among other things, that Publisher must immediately cease all advertising activities. All moneys then due to Publisher will be paid during the next billing cycle, provided that such moneys were not earned in conjunction with deceptive or fraudulent practices as determined by Affiliate Ninjas at its sole discretion in which case they will not be awarded. The representations, warranties and obligations contained in paragraphs, 12, 13, 14 and 15 shall remain in full force and effect after termination of this Agreement. In addition, all payment obligations accruing prior to the termination date shall survive until fully performed.

11. Representations and Warranties/Covenants.

11.1. Mutual Representations.

Each party represents and warrants that: (a) it has the right to enter into and fully perform the services contemplated herein, consistent with these Terms and Conditions; (b) there is no outstanding contract, commitment or agreement to which it is a party that conflicts with these Terms and Conditions; and (c) at all times while any Program remains in effect, it shall comply with all applicable laws and regulations. Neither party makes any guarantee, representations or warranties, express or implied, as to the level of consumer response that will result from the Programs.

11.2. Publisher Representations.

Publisher represents and warrants as follows: Publisher's Media is currently in compliance with all applicable laws and regulations;
Publisher's Media does not contain or promote, nor links to another website that contains or promotes, libelous, defamatory, abusive, violent, prejudicial, obscene, sexually explicit or illegal content, product, service or activity;
Publisher's database consists of only permission based opted-in e-mail addresses; and
Publisher owns or has the legal right to use and distribute all content, copyrighted material, products, and services displayed on Publisher's Media. Publisher is compliant with all terms and conditions as set forth herein.

11.3. Publisher Covenants.

Publisher covenants that it shall not:

- send unsolicited commercial e-mail (SPAM) (i.e., it will send commercial e-mails in connection with any Programs to only those e-mail addresses that have consented to receive such commercial e-mails);
- post any specific messages to newsgroups, chat rooms, bulletin boards or any other places regarding any Programs unless expressly approved in writing from Affiliate Ninjas;
- promote via website or link to websites containing any pornographic, racial, ethnic, political, software pirating or hacking, hate-mongering, or otherwise objectionable or illegal content, or any other content referenced in paragraph 1.2;
- use the Site in any manner other than that which is specifically contemplated herein;
- engage in any kind of deceitful, misleading or other unfair trade practices, or fraudulent or other unlawful practice when marketing any Programs; and while an approved Publisher and for 180 days thereafter, participate in any performance based advertising relationship with any Advertiser within Affiliate Ninjas's network, unless a previously existing business relationship between Advertiser and Publisher can be demonstrated to the reasonable satisfaction of Affiliate Ninjas. In this connection, both parties agree and acknowledge that if Publisher violates its obligations hereunder, Affiliate Ninjas will be entitled to damages in the amount of forty-five percent (45%) of the gross revenues resulting from sales conducted by Advertiser through the advertising or marketing efforts of Publisher.; and

Publisher covenants that it shall:

- Conduct the web advertising campaign for Advertiser in accordance with the highest industry standards;
- Provide within one business day after request therefrom, the IP Information, together with such other related information that Affiliate Ninjas may request. Failure to provide such information may result in termination or suspension of the Publisher and/or the deactivation of all links in any Programs downloaded by Publisher.

Publisher acknowledges that breaches of any of the foregoing representations and covenants may, in the sole discretion of Affiliate Ninjas, result in the immediate

suspension or termination of Affiliate Ninjas' relationship with Publisher and Publisher shall forfeit all rights to any compensation theretofore owed to it by Affiliate Ninjas. The foregoing rights shall be in addition to any other remedies available to Affiliate Ninjas. Publisher acknowledges and agrees that Affiliate Ninjas shall not be responsible for the Advertisers' violation of any applicable laws or regulations, including, without limitation, the CAN-SPAM Act.

12. Privacy Policy.

Publisher shall maintain and post in a conspicuous manner on all its websites involved in the Programs, a privacy policy that clearly and adequately describes how consumer information is collected and used.

13. Customer Information; Non-Disclosure. Confidentiality.

All information submitted to Publisher by an end-user customer pursuant to a Program is proprietary information of Affiliate Ninjas, its affiliates, and/or the Advertisers. Such customer information is confidential and may not be disclosed by Publisher. Publisher agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner. Publisher shall maintain such data in a secure manner, consistent with industry standards.

All information provided to Publisher hereunder shall be kept strictly confidential.

14. Limitation of Liability; Disclaimer of Warranty.

Unless otherwise provided in this agreement, in no event shall Affiliate Ninjas or any Publisher be liable to the other for any lost profits or any special, incidental, consequential, exemplary, punitive or other indirect damages of any nature, for any reason, whether based on breach of contract, tort (including negligence), or otherwise and whether or not either has been advised of the possibility of such damages.

DUE TO THE NATURE OF INTERNET AVAILABILITY AND ACCESSIBILITY, AFFILIATE NINJAS CANNOT GUARANTEE THAT THERE WILL BE NO DOWNTIME OR OTHER INTERRUPTIONS IN SERVICE REGARDING THE LINKS OR OUR SERVICES. WITHOUT LIMITING THE ABOVE, THE LINKS, OUR CLIENT SITES AND ANY OTHER MATERIALS PROVIDED TO PUBLISHER ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, AND AFFILIATE NINJAS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NONINFRINGEMENT, and: (A) MERCHANTABILITY, CLIENTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS THEREIN, (C) THAT A PARTY'S SECURITY METHODS EMPLOYED WILL BE SUFFICIENT IN ALL CIRCUMSTANCES OR IN THE FACE OF ALL ATTACKS, (D) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY OF ANY INFORMATION SET FORTH THEREIN OR THEREON, OR (E) AGAINST INTERFERENCE WITH ENJOYMENT OF A PARTY'S "INFORMATION" (WEB SITE). ALL 'INFORMATION' AND 'COMPUTER PROGRAMS' PROVIDED IN THE COURSE OF THIS AGREEMENT ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK, AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE USER. SOME STATES LIMIT THE ABILITY TO DISCLAIM ALL

WARRANTIES, SO THIS CLAUSE OR SOME PORTIONS OF IT MAY NOT APPLY TO YOU.

Affiliate Ninjas makes no representations and warranties whatsoever, and disclaims any responsibility and liability, regarding the content or nature of any Specified Advertising Materials or Program made available on the Site, or any product or service advertised in connection therewith. Affiliate Ninjas has no liability to Publisher for unapproved materials, including all copy, images, URL names, and search terms used by Publisher to promote the client partner. Affiliate Ninjas makes no representations whatsoever about any other website which Publisher may access through the service. When Publisher accesses a website that is not associated with and independent from Affiliate Ninjas, Publisher acknowledges that Affiliate Ninjas has no control over the content of that website. Furthermore, a link to a non-Affiliate Ninjas website does not mean that Affiliate Ninjas endorses or accepts any responsibility for the content or the use of such website. It is Publisher's sole responsibility to take precautions to ensure that websites, downloads, attachments, and other such files are free of such items as Trojan horses, worms, viruses, and other items of a destructive nature.

15. Indemnity.

15.1. Indemnity.

Publisher will defend, indemnify, and hold harmless Affiliate Ninjas, the Advertisers, and their affiliates, directors, employees, agents, successors and assigns from all claims, actions, losses, liability, damages, costs, and expenses (including reasonable attorney's fees and expenses) (collectively "Claims") arising from any breach of any of these Terms and Conditions or any Program Terms. Affiliate Ninjas reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the indemnifying party hereunder. Publisher hereby acknowledges that the Advertisers are intended third party beneficiaries of the foregoing indemnification obligation.

15.2. Notification of Legal Action.

Publisher will immediately notify Affiliate Ninjas of any current, impending, or potential legal action against it by a third party for matters relating to email, email complaints, email deployment, and violations of CAN-SPAM.

16. Force Majeure.

Neither party shall be deemed in default of these Terms and Conditions to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, or any other cause beyond the reasonable control of such party; provided, that the party whose performance is affected by any such event gives the other party written notice thereof within three (3) business days of such event or occurrence.

17. General.

17.1. Entire Agreement.

These Terms and Conditions, together with the terms for each of the Programs constitute the entire agreement between the parties and supersedes all prior agreements or understandings between the parties.

17.2 Controlling Law.

These Terms and Conditions, the terms of the Programs and the relationship contemplated thereby, shall be governed by the laws of the Canada and Alberta, without giving effect to principles of conflicts of law. Each party, to the extent permitted by applicable law, hereby irrevocably and unconditionally (i) submits to the general jurisdiction of the federal and state courts located in Orange County, Florida (ii) agrees that any action or proceeding concerning this agreement will be brought exclusively in such courts; and (iii) waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding in any such court was brought in an inconvenient court and agrees not to claim or plead the same.

17.3. Waiver.

No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

17.4. Assignment.

Publisher may not assign any of its rights hereunder without the prior written consent of Affiliate Ninjas, which may be withheld for any reason.

17.5. Severability.

In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

17.6. Relationship.

The parties agree that Affiliate Ninjas is acting as an independent contractor in performing the Services and that the relationship between Affiliate Ninjas and Publisher shall not constitute a partnership, joint venture or agency. Neither Affiliate Ninjas nor any of Affiliate Ninjas's employees or agents (collectively referred to herein as the "Employees") (i) is an employee, agent or legal representative of Publisher, or (ii) shall have any authority to represent Publisher or to enter into any contracts or assume any liabilities on behalf of Publisher.

17.7. No Publicity.

Publisher may not make any mention of Affiliate Ninjas or any Affiliate Ninjas client in any publicity materials advertising or otherwise presenting information on your company and your services, including without limitation listing Affiliate Ninjas or any of its clients in your customer lists, without the written consent of Affiliate Ninjas, whose consent may be withheld for any reason or for no reason.

17.8. Notice.

Any notice, communication or statement relating to this Agreement shall be in writing and deemed effective: (i) upon delivery when delivered in person; (ii) upon transmission when delivered by facsimile or email; or (iii) when delivered by registered or certified mail, postage prepaid, return receipt requested or by nationally-recognized overnight courier service to the address of the respective party as indicated herein. In the event of material changes to this Agreement, notice shall be deemed effective upon posting at www.affiliateninjas.com. Notices to Affiliate Ninjas shall be sent to Level Next Direct, Bulgaria, Sofia, Hadji Dimitar 140.

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