

# A2TAG Affiliate Agreement (the “Agreement”)

**NEMESIDA SMART DATA LTD**, operating the website **a2tag.com** and all its subdomains under the marketing brand name **“A2TAG”**, referred to as **“A2TAG”** or **“we”** or **“us”** or **“our”** or **“website”**, being a network offering Affiliate Offers (**“Offers”**) to Affiliates globally (the **“Service”**),

and

You (the **“Affiliate”**, **“You”**, **“Yours”**, etc.) being the owner/administrator/controlling person of a website/Traffic source or having sufficient authority to enter into the present Agreement, who seeks to become an Affiliate and/or to participate in an Offer and use/link/place/display a particular Ad/Advertisement to your website/Traffic source, aiming the successful completion of that particular Offer through the Qualified Action of end user(s),

## **WHEREAS**

A2TAG has offered its Service to the Affiliate through [a2tag.com](https://a2tag.com) and its subdomains (the **“Program”**) and Affiliate’s personal account, and you decided to utilize the Service.

NOW, A2TAG and Affiliate hereby agree as follows:

BY CHECKING THE BOX AND CLICKING **“I ACCEPT”** BUTTON, AND/OR BY PARTICIPATING IN AN OFFER, OR BY CONTINUING TO PARTICIPATE IN THE SERVICE FOLLOWING OUR PUBLICATION OF THE REVISED VERSION OF THIS AGREEMENT ON OUR WEBSITE, YOU:

- (A) CONFIRM THAT YOU ARE AWARE AND COMPLY WITH PRESENT AGREEMENT AND AGREE TO BE BOUND BY THIS AGREEMENT;
- (B) ACCEPT THAT EACH OFFER MAY HAVE ADDITIONAL TERMS AND CONDITIONS AND ARE INCORPORATED AS PART OF THIS AGREEMENT;
- (C) ACKNOWLEDGE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE SERVICE;
- (D) REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT;
- (E) AGREE TO RECEIVE COMMUNICATIONS FROM A2TAG.

## **1. Definitions**

1.1. **“Ad(s) or Advertisement(s)”** – means links, graphical, interactive, rich media and video, or other online advertisements, including, without limitation, banners, buttons, towers, skyscrapers,

pop-ups, pop-unders and video advertisements or other creative materials or similar generated by advertiser's web-servers in response to a query from A2TAG.

1.2. "Affiliate" – means a party that has decided to enter into this Agreement and to assign A2TAG to provide services in accordance with the terms and conditions of this Agreement.

1.3. "Affiliate Account" / "Account" – means the Affiliate's account at A2TAG web-site

1.4. "Content" – means textual, visual, or aural content that is encountered as part of the Affiliate's website(s)/Traffic source(s). It may include documents, data, applications, e-services, images, audio and video files, personal web pages, archived e-mail messages, and etc.

1.5. "A2TAG Affiliate Offer(s) (Offer or Offers)" – means Offers available for Affiliates in the A2TAG network, each Offer includes specifications relating to Ad(s) or Advertisement(s) that are to be used/linked/placed/displayed on the website(s)/Traffic source(s) of Affiliates. Offers are considered to be completed through the Qualified Actions of end user(s).

1.6. "A2TAG Network" – means A2TAG's network offering the Service to the Affiliate, available at website, which includes advertisers and Affiliates.

1.7. "Confidential Information" – will include any information, whether provided in writing, orally, visually, electronically or by other means, related to the Service(s) and/or business of a party and is treated as confidential or secret by the party, including but not limited to (i) all information marked as "Confidential," "Proprietary," or similar legend by the disclosing party ("Discloser") when given to the receiving party ("Recipient"); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary.

1.8. "Effective Date" – means the date of adoption of the terms of this Agreement by the Affiliate or in the absence of its signature, the date when the Affiliate set up an Affiliate Account with A2TAG.

1.9. "Qualified Action" – means when an individual person (i) accesses Ads used/linked/placed/displayed on Affiliates website(s)/Traffic source(s), (ii) is not a computer generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real live person, (iii) is not generated based on a system of rewards and/or not otherwise considered to be incentive, (iv) is not using pre-populated fields (v) completes all of the information required for such action within the time period allowed by Offer(s) and/or fulfils any other action required by a specific Offer and (vi) is not later determined by A2TAG to be incentive, motivated, fraudulent, incomplete, unqualified or a duplicate.

1.10. "Traffic Source" – means/includes/represents/refers to any and/or all web sites, landings, social networks, emails marketing, Traffic sources of the Affiliate and/or any other Traffic source available for the Affiliate in each Offer through the A2TAG network for the provision of the services under the terms of this Agreement.

1.11. "Invalid Traffic" - means any traffic, click, impression, lead, conversion or other action which A2TAG determines, acting reasonably and in good faith, to be invalid, fraudulent, misleading, artificial or non-genuine, including but not limited to bots, automated traffic, abnormal behavior patterns, duplicate actions, recycled users, incomplete actions or traffic rejected by advertisers or verification systems.

## 2. The Service

2.1. In order to become an Affiliate, you must first accurately submit an application for A2TAG account at our website and be in compliance with present Agreement (in case of using Self-service) or register as an Affiliate by contacting A2TAG directly (in case you wish to use dedicated campaign Management service) for acceptance, and not use any aliases or other means to mask your true identity or contact information. After we review your application, we will notify you of your acceptance or rejection as A2TAG' Affiliate. **We may accept or reject your account registration at any time at our sole discretion for any reason.** A2TAG reserves the right to add, edit, remove or reclaim any account details (including your submissions) with or without your consent if deemed appropriate at A2TAG sole discretion.

2.2. By filing your account application or registering as an Affiliate you confirm your understanding and unreserved acceptance of present Agreement and other terms and conditions of A2TAG, including, but not limited to the Privacy Policy, published at our website concerning the Services, and confirm that you are a duly authorized signatory, have full legal capacity and all the necessary authority to bind the individual, company or other entity, and hereby submitting a legally binding electronic signature and entering into a legally binding contract.

2.3. Affiliate understands and accepts that A2TAG does not allow and prohibits the multiple account opening for each Affiliate. Affiliate agrees not to fill in an account application and/or register as an Affiliate more than one time and/or hold more than one account with A2TAG for any reason and/or in order to benefit in any way from any marketing promotional program/project and/or offer available for the Affiliate by A2TAG.

In any case where A2TAG identifies multiple account applications/registrations/openings/holdings of an Affiliate through the use of any technology or through other means available for and/or acceptable by A2TAG only, A2TAG may forbid access to and/or suspend and/or ban and/or close any such multi accounts and/or the main account of the Affiliate and/or manage all accounts in such way and/or take any other actions and measures deemed appropriate in the sole discretion of A2TAG, regardless of the reason/purpose that such multi account applications/registrations/openings/holdings were created.

If the only and/or any account of the Affiliate is forbidden access to and/or is suspended and/or banned and/or closed for any reason, including but not limited for reasons related to prohibited/non accepted activity, the Affiliate understands and agrees that is not allowed and will

not fill in another account application and/or re-register and/or create and/or hold any other new account for the same reason and/or for any other prohibited/non accepted activity.

2.4. A2TAG may allow multi account applications/registrations/openings/holdings for an Affiliate if this is specifically and clearly predefined as accepted/permitted in any specific marketing promotional program/project and/or offer and/or in exceptional cases, at any time and for any reason A2TAG considers acceptable and solely at its own discretion, if the Affiliate submits such request by sending an email to support@a2tag.com.

2.5. The content of the Affiliate's Traffic source(s) or its affiliated website(s)/Traffic source(s) must not include nor be based on any inappropriate or illegal content as such and/or on material that infringes the rights of any third party or is in violation of any law, as bound by the law or determined by us in our sole discretion, including but not limited to the following:

- illegal activity and/or promotion of illegal activity (i.e. illegal online gambling, how to build a bomb, counterfeiting money, hacking, phreaking, etc);
- hate-mongering (i.e. racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.) or otherwise objectionable content;
- violence (including gratuitous violence), profanity, obscene or vulgar language and abusive content or content which endorses or threatens physical harm;
- illegal substance and/or promotion of illegal substance;
- drugs or any related paraphernalia;
- adware, malware, viruses, phishing;
- no misleading information and or other materials, providing false info to the user;
- purchase of weapons/military equipment;
- false or deceptive investment advice, and others;
- Intellectual property rights (branch name, trademarks, logo, etc);
- Investment, money-making opportunities or advice not permitted under law;
- Material that defames, abuses, or threatens physical harm to others;
- Software Pirating (e.g., Warez, P2P, Bit torrent, Hotline, etc.);
- Hacking or Phreaking;
- Any illegal activity whatsoever;
- Any spoofing and/or redirecting of the users in an effort to gain traffic; or
- Any other inappropriate activity as determined by us in our sole discretion.

2.6. A2TAG has the following Non Acceptable Business rules for Affiliates:

- Where there are known or perceived links to terrorist organisations, military, arms and/or ammunition manufacture or sales;
- Where there is knowledge or suspicion of money laundering or terrorist financing;
- Where it is known or there are reasonable grounds for suspicion that a criminal offence has taken place;
- Where the Affiliate or any of the Affiliates associated parties are subject to any sanctions measures;

- Where the Affiliate is undertaking an activity or trade within, from or into a country where that activity is subject to embargo and/or trade control restrictions;
- Producers/Affiliates of racist/pornographic/pressure group material or extreme political propaganda;
- Regulated entities that do not have the appropriate licensing;
- Political organisations.

2.7. Affiliate must not use any tool and/or inventory and/or campaign preferences available for him through A2TAG for and/or in any way that suggests and/or results in any misleading and/or fraudulent activity. Affiliate understands and agrees that such tools and/or inventories and/or campaign preferences are only provided to the Affiliate in good faith and that A2TAG is not responsible and must not bear any responsibility whatsoever in relation to their use at any time.

2.8. There are the following methods of using the Service available – Self-Service or Management service.

Self-Service assumes that access to the Service shall be provided through Affiliates' personal account. A2TAG support team may provide assistance upon your request, however, all the actions or modifications made through your account shall be deemed made solely by you.

Management service assumes that assistance of using the Services and Program shall be provided by A2TAG staff.

2.9. All support and/or assistance and/or service provided to Affiliate by A2TAG and/or A2TAG officers and/or support team and/or any other A2TAG personnel and/or employee is intended to be and must be considered by the Affiliate as mere information. No information and/or support and/or assistance and/or service provided during such Self-Service or Management Services and/or during the Provision of the Services themselves shall be construed as containing, advice or a recommendation or an offer of or solicitation for any service provided, regardless of the type, kind, form, mean, way in which it is provided. In addition, any past performance described is not a guarantee of or prediction of future performance. A2TAG does not take into account your personal objectives or financial situation. A2TAG makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor as to any loss arising from any action based on an assumed recommendation, forecast or other information supplied by any A2TAG officers and/or support team and/or any other A2TAG personnel and/or employee. All expressions of opinion are subject to change without notice. Any opinions made may be personal to the individual itself and may not reflect the opinions of A2TAG. No communication whatsoever must be reproduced or further distributed without the prior permission of A2TAG.

2.10. All reliable communication between A2TAG and Affiliate can be only through official emails (only from a2tag.com domains and subdomains) or through live chat on Website. We don't respond to all other possible channels of communication and information there can be used like official from A2TAG.

2.11. You may not transfer your account to anyone without explicit written permission of A2TAG and you may not use anyone else's account or password at any time without the express permission and consent of the holder of that account. A2TAG cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

### **3. Placement of Ads & Traffic Quality**

3.1. Affiliate shall place any Ads of Offers available in A2TAG network only on website(s)/Traffic source(s) that meet all the requirements contained in the Offer.

In the case whereby Ads are placed in website(s)/Traffic source(s) that are in breach with the Offer requirements, A2TAG reserves the right to withhold payment for a specific and/or all Offers in which Affiliate is participating in and/or submit an immediate legal action against the Affiliate and/or set a monetary fine in the amount based on the damages caused to A2TAG.

3.2. A2TAG does not check or control the activities or contents at your website(s)/Traffic source(s), but all the services may be rejected and we reserve the right to delete your account, withhold and freeze all fees and remunerations if you engage in fraudulent or illegal activity. Affiliate has the sole responsibility for the development, operation, maintenance and all content of your website(s)/Traffic source(s).

3.3. Invalid Traffic, Withholding and Retroactive Adjustments. A2TAG may at any time determine that traffic or actions constitute Invalid Traffic.

In such cases, A2TAG may:

- withhold or deny payments;
- reverse or claw back previously credited amounts;
- retroactively adjust statistics and balances for up to twelve (12) months;
- apply fines, damages or set-off;
- suspend or terminate Affiliate Account.

A2TAG is not obligated to provide logs, evidence or explanations. All determinations are final and binding.

### **4. Online Reports**

4.1. Use of the Service shall be carried out on a monthly basis. For the purpose of present Agreement, a calendar month shall be deemed as a reporting period.

4.2. During the month Affiliate may track online reports within A2TAG reporting system in Affiliates' personal account, which are only estimated numbers subject to being adjusted within up to thirty (30) days after the end of the Reporting Period. For avoidance of doubt, A2TAG reporting system (stats) will be prevailing in any case.

## 5. Affiliate Earnings

5.1. All reported statistics for the purposes of billing and general delivery reporting are based on A2TAG reporting system only.

5.2. We don't consider any discrepancy cases with Your statistics/reports and Ours. A2TAG reporting system (stats) will be prevailing in any case.

5.3. A2TAG is entitled to make adjustments in Affiliate's account in one of the following cases:

- To pay promotions and bonuses
- Due to technical reasons
- Due to Affiliate's fraudulent activity
- On the basis of additional agreements with You
- Due to Advertiser's complaints or refunds

## 6. Payments

6.1. A2TAG offers its Affiliates a wide range of payment methods in order to provide convenient conditions for mutually beneficial cooperation. A2TAG has the following payment terms:

### **Billing type:**

- we provide payments on a weekly basis with a Hold 5 days (each Friday for the previous week);
- if such day of the month is a holiday day, the payouts are to be proceeded on the following working day;
- for newly registered Affiliates the first payout may be proceeded with some delay (up to 14 days hold from payment request);
- Some Offers can have their own billing rules. You can find information about them in the Program.
- optionally can be setted other payment terms variations.

### **Minimum payment amounts:**

- payment service providers – 100 USD;
- wire transfers – 500 USD.

if minimum payment amount is not reached, A2TAG will be adding the sum of Affiliate's account balance to the next payment(s) until the specified minimum payment amount is reached;

payment service providers – according to the limits set forth in your personal account subject to selected payment method.

6.2. A2TAG acts as a third party for advertisers, therefore Affiliate understands and agrees that payment for Affiliate's revenue is dependent upon payments from advertisers of the Offer to A2TAG that it has received without any restrictions. You hereby release A2TAG from any claim for Affiliate's revenue if A2TAG did not receive funds from the advertiser. Affiliate shall hold A2TAG harmless and indemnify it from any claims or liability related to such unpaid revenue.

6.3. A2TAG provides the ability to perform payments by using payment service providers. Affiliate shall have the right to select any payment service provider available. You agree that A2TAG is not responsible for any actions made by the payment service provider including but not limited to any additional transaction fees, banking commissions or currency fees applied to your transaction. All payments shall include the above-mentioned fees and commission, if applicable.

6.4. Affiliate is responsible for all applicable taxes associated with provided Services, other than taxes based on A2TAG income. Affiliate shall indemnify A2TAG against all losses suffered or incurred by the A2TAG arising out of or in connection with any payment made to the Affiliate.

6.5. Affiliate is responsible to supply valid payment details in the personal account of our Service, if details are wrong or if the Affiliate changes its payment details, it is the Affiliate's responsibility to notify by email 14 days before payment due date. Affiliate will bear payment fees if required. In any event, all payments will be made at the payment details specified in your personal account in our Service.

6.6. All payments are processed automatically. We may, in our sole discretion, refuse to process a payment (and may place a payment hold) on any part of your account for any reason, block your account and terminate this Agreement, including if we have a reasonable suspicion that you have breached any clause of this Agreement. We also reserve the right to set-off any amount you owe us, including for breaches of this Agreement. We assume no responsibility for paying any taxes on payments made to you, and you acknowledge and agree that it is your complete and sole responsibility to pay for all taxes as a consequence of your participation in the Program, Offers and A2TAG Affiliate Service.

6.7. Hereby you represent and warrant to provide A2TAG with all the documentation or its equivalents, needed for identification of the parties, ascertainment of the legal fact and fulfilment of its obligations under this Agreement, within 15 business days from the date of request. In certain cases, we may withhold all payments until we will receive relevant documentation from you.

6.8. You on your own shall ensure the ability to receive payments from A2TAG to specified bank accounts or at relevant payment providers. If the receipt of remuneration or other payment is delayed or failed because of your non-compliance with this clause 6 (including if the failure or delay is caused by a third party payment service provider you are using), A2TAG shall not be responsible for violation of terms of payment.

6.9. If you believe that any fault in the transaction has taken place, you agree to notify us immediately, and we will make all possible efforts to eliminate delays or errors in payment processing. Unless your claim has been submitted within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against A2TAG related to the transaction. If you experience a technical failure or interruption of services that causes your funding transaction to fail, you may request that your transaction be completed at a later time.

6.10. Payment Service Provider Fees. Affiliate acknowledges and agrees that third-party payment service providers, settlement agents, banks or other intermediaries used for processing payments may apply transaction fees, processing fees, conversion fees, banking fees or other charges. All such fees and charges shall be borne solely by the Affiliate and may be deducted from the payable amount or applied by the payment service provider independently. A2TAG shall not be responsible for the amount, calculation or application of any such fees and charges and shall have no obligation to compensate or reimburse the Affiliate for them.

6.11. By entering into this Agreement, you agree to receive Affiliate's revenue as from A2TAG, or from its affiliates, subsidiaries, agents, sub-contractors or distributors.

6.12. A2TAG may, at any time and at its discretion, request from the Affiliate additional information or documentation reasonably necessary for the purposes of operating the Service, verifying with this Agreement, reviewing traffic quality, preventing fraud, ensuring security, or addressing operational, technical or commercial issues. Such information may include, without limitation, details related to Affiliate identity, ownership or control, business activity, traffic sources, traffic acquisition methods, or other information relevant to the Affiliate's participation in the Service. Affiliate agrees to provide the requested information within the timeframe specified by A2TAG. If the Affiliate fails to provide the requested information, provides incomplete or inaccurate information, or if additional time is required to complete the review, A2TAG may suspend, delay or withhold payments, in whole or in part, until the matter is resolved to A2TAG satisfaction. Any such suspension or delay shall not constitute a breach of this Agreement and shall not give rise to any liability on the part of A2TAG.

## **7. Representations, Warranties and Covenants**

- You represent, warrant and covenant that: your website(s)/Traffic source(s) is in compliance with all applicable laws and terms and conditions of present Agreement, and does not contain or promote, nor links to another website/Traffic source that contains, libelous, defamatory, abusive, violent, prejudicial, obscene, infringing, sexually explicit or illegal content, including copyright ownership infringements and unlawful use of intellectual property;
- You agree not to use our Content, Offers or any other materials (landings, banners and promo tools from our Service) in illegal activities, on website(s)/Traffic source(s) containing any racial, ethnic, political, software pirating (e.g. Warez) or hacking, hate-mongering, or otherwise objectionable content;

- You agree not to use our Content, Offers or any other materials (landings, banners and promo tools from our Service) to construct misleading users flow.
- You agree not to promote via website(s)/Traffic source(s) or link to website(s)/Traffic source(s) containing any racial, ethnic, political, software pirating (e.g. Warez) or hacking, hate-mongering, or otherwise objectionable content;
- You agree not to engage in any illegal activity, in accordance with applicable law, whatsoever, is not allowed;
- You represent and warrant that you own or have legal rights to participate in Offers and/or use and distribute all Ads, content, links, copyrighted material, trademarked materials, products, and services displayed on your website(s)/Traffic source(s); you agree not to deceive/use to deceive when marketing advertiser's offers/Ads or presenting these offers/Ads to consumers; you have the right, power, and authority to enter into this Agreement and grant the rights specified herein;
- You will not, in any way, re-broker any A2TAG Offers throughout the duration of this Agreement and/or at any time after the termination of this Agreement. You hereby agree that A2TAG prohibits and forbids at all times your use and placement of its Offers on other CPAaffiliate networks through/in any way without our permission;
- You will not attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Service, Ads, network, tags, source codes, links, pixels, modules or other data provided by or obtained from A2TAG that allows A2TAG to measure Ad performance/Traffic and provide its Service/services ("Site Data");
- If instructed to do so by A2TAG and/or if this Agreement terminates, you will immediately remove and discontinue the use of any Site Data;
- You acknowledge that A2TAG does not represent, warrant, or make any specific or implied promises as to the successful use of Service;
- You agree to promote the Ads strictly as it required in Offer available in the Program and A2TAG Network;
- If you are notified that fraudulent activities may be occurring on your website(s)/Traffic source(s), and you do not take any actions to stop the fraudulent activities, then you are responsible for all associated costs and legal fees resulting in these fraudulent activities;
- You represent, warrant and covenant that you will not take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large loan on our technology infrastructure or otherwise make excessive demands on it;
- You may not disable, circumvent or otherwise interfere with security related features of our Service or features that prevent or restrict use or copying of any part of our Service, or which enforce limitations on the use of our Service;
- If any errors or undesirable results occur due to no fault of A2TAG, A2TAG shall not be responsible for losses and you may not be compensated;
- You must comply with all (i) obligations, requirements and restrictions under this Agreement and (ii) laws, rules and regulations as they relate to your business, your website(s)/Traffic source(s) or your use of the Service.
- You must comply with all the terms, conditions, guidelines and policies of A2TAG and relevant Offer.

- Always prominently post and make available to end-users, including prior to the collection of any personally identifiable information, a privacy policy in compliance with all applicable laws that clearly and thoroughly discloses all information collection, use and sharing practices, including providing for the collection of such personally identifiable information in connection with the A2TAG Affiliate Service and the provision of such personally identifiable information to A2TAG and advertisers for use as intended by A2TAG and advertisers.
- You acknowledge that every case of violation of the terms of this Agreement will lead to material and business standing losses of A2TAG. Therefore, we reserve the right to recover damages caused in the specified amount, or the amount of actually incurred losses, in the event of your breach of contract. Such losses may be deducted from the balance of your personal account in the Service.
- ALL THE PARTIES HEREBY AGREE THAT A2TAG DOES NOT HAVE ANY AUTHORITY OR ABILITY TO CONTROL ADS, CONTENT AT AFFILIATE'S WEBSITE(S)/TRAFFIC SOURCE(S) AND FOR THIS REASON, WE CANNOT BEAR ANY RESPONSIBILITY REGARDING IT.
- We don't have our own advertisers and don't form the ads at AFFILIATE'S WEBSITE(S)/TRAFFIC SOURCE(S). All advertisement is provided by 3rd party advertising networks and we CANNOT BEAR ANY RESPONSIBILITY of advertorial content in those networks.

## **8. Limitation of Liability**

8.1. You agree that your use of the A2TAG Services is at your sole and exclusive risk. The A2TAG Services is provided "as-is" and without any warranty or condition, express, implied or statutory.

8.2. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, RESULTING FROM ANY ASPECT OF YOUR USE OF THE SERVICE, WHETHER, WITHOUT LIMITATION, SUCH DAMAGES ARISE FROM (i) YOUR USE, MISUSE OR INABILITY TO USE THE A2TAG SERVICES, (ii) YOUR RELIANCE ON ANY CONTENT ON THE SERVICE, (iii) THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION OR COMPLETE DISCONTINUANCE OF THE A2TAG SERVICES, (iv) THE TERMINATION OF THE A2TAG SERVICES BY US, OR (v) THE TEMPORARY OR PERMANENT SHUTDOWN OF YOUR PROPERTY OR OTHER PROPERTIES PARTICIPATING IN THE A2TAG SERVICES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF EITHER PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT OR ANY OTHER THEORY OF LIABILITY. THESE LIMITATIONS ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF

OTHER A2TAG SERVICES OR PRODUCTS RECEIVED OR ADVERTISED IN CONNECTION WITH THE A2TAG SERVICES.

8.3 You shall indemnify, defend and hold A2TAG harmless from and against any and all claims, allegations, liabilities, costs and expenses (including reasonable attorneys' fees) which may be incurred by or to the third parties arising out of your: (a) improper use of the Service; (b) improper operation of a Program/Tool/Service; or (c) breach or violation of any clause of this Agreement or other mutual agreement of its parties.

## **9. Assignment, Governing Law and Jurisdiction**

9.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Cyprus.

9.2. Each party irrevocably agrees, for the sole benefit of A2TAG that, subject as provided below, the courts of Cyprus shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. Nothing in this clause shall limit the right of A2TAG to take proceedings against Affiliate in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## **10. Confidentiality**

10.1. Each party agrees that it will not disclose any Confidential Information of the other party to any third-party, and that it will not use Confidential Information for any purpose not permitted under this Terms of Use. Each party will protect the Confidential Information of the other party in the same manner that it protects its own confidential and proprietary information, but in no event shall such protection be less than a reasonable standard of care.

10.2. The Parties agree that if disclosure is made to their professional advisors, auditors or bankers this shall be done subject to each Party procuring each such recipient's agreement to keep such information confidential to the same extent as if such recipient were Party to this agreement.

10.3. The foregoing obligations shall not apply to the extent Confidential Information of a disclosing party: (a) must be disclosed by the receiving party to comply with any requirement of law or order of a court or administrative body including any applicable stock exchange (provided that each party agrees to the extent legally permissible to notify the other party upon the issuance of any such order, and to cooperate in its efforts to convince the court or administrative body to restrict disclosure); or (b) is known to or in the possession of the receiving party prior to

the disclosure of such Confidential Information by the disclosing party, as evidenced by the receiving party's written records; or (c) is known or generally available to the public through no act or omission of the receiving party; or (d) is made available free of any legal restriction to the receiving party by a third party; or (e) is independently developed by the receiving party without use of any Confidential Information.

## **11. Intellectual Property Rights**

11.1. Hereby we grant you a non-exclusive, non-transferable, revocable right to use A2TAG Affiliate Service and to access our network through our website and Service only in accordance with the terms and conditions of this Agreement, and for the sole purpose of identifying your website(s)/Traffic source(s) as a participant in the A2TAG Affiliate Service for increasing sales through Offers.

11.2. You may not alter, modify, manipulate or create derivative works of A2TAG, A2TAG' network and Services, Offers, Ads, ad tech, graphics, creative, copy or other materials, program/tools owned by, or licensed to A2TAG in any way.

11.3. Your use of the Service shall be governed by and subject to the laws and regulations regarding copyright ownership and terms of use of intellectual property. You represent, warrant and covenant that you do not upload, download, display, perform, transmit, or otherwise distribute any object in violation of any third party's copyrights, trademarks, or other intellectual property rights. You represent, warrant and covenant that you abide by the laws regarding copyright ownership and use of intellectual property and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by you.

11.4. WE CANNOT BEAR ANY RESPONSIBILITY REGARDING BREACHING OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS.

## **12. Termination**

12.1. This Agreement shall commence upon your acceptance and remain in effect until terminated. This Agreement may be terminated by either Party upon two (2) business days' notice. This Agreement shall terminate immediately upon the dissolution or insolvency of either Party, or the breach of this Agreement by you. A2TAG reserves the right, in its sole and absolute discretion, to terminate the services and remove any Offers and/or Ads at any time for any reason. In any case of termination of your participation in one or more Offers or this Agreement for any reason, you will immediately cease all use of and delete all Offers, Ads and all A2TAG intellectual property, and will cease representing yourself as a A2TAG Affiliate for such one or more Offers.

12.2. This Agreement will be blocked when the Affiliate's Account has not been in use for more than three (3) months.

You will receive a notification informing you that your account is blocked because of "Inactive account status". After deactivation, you will have 90 calendar days to restore your account. To do so, you have to login to your account and follow the steps described there. If your account is not reactivated within 90 calendar days it will be deleted without option to restore it.

## **13. Force Majeure**

Neither Party shall be liable to the other by reason of failure or delay in the performance of its obligations hereunder on account of Acts of God, fires, storms, war, governmental action, labor conditions, earthquakes, natural disasters, interruption in internet service or any other cause which is beyond the reasonable control of such Party. The party referring to such force majeure circumstances shall notify the other party on arising within 3 working days from the date of its occurrence with the relevant evidence.

## **14. Taxes**

14.1. You are solely responsible for determining whether any action or transaction contemplated by these Terms or related to the Services will give rise to any tax implications on your part.

14.2. You are solely responsible for withholding, collecting, reporting, paying, settling and/or remitting any/or all other taxes to which you may become liable to the appropriate tax authorities in such jurisdiction(s) in which you may be liable to pay tax howsoever arising. A2TAG shall not be responsible for withholding, collecting, reporting, paying, settling and/or remitting any taxes (including, but not limited to, any income, capital gains, sales, value added or similar tax) which may arise from any action or transaction contemplated by these Terms or related to the Services.

## **15. Miscellaneous**

15.1. This Agreement contains the sole and entire agreement and understanding between the Parties relating to the subject matter herein, and merges all prior discussions, whether through officers, directors, salespersons, employees or consultants.

15.2. Affiliate understands and agrees that A2TAG may update/amend and/or change and/or terminate/stop any program/service/Offer/Ad, in any way and for any reason at its own discretion, with a prior twenty four (24) hours' notice to the Affiliate, except in cases which are considered as of emergency/urgency by A2TAG and subject to clause 14.1 hereof, where any and all such updates/amendments and/or changes and/or terminations/stops will take place immediately and at the same time with a notification to be sent to the Affiliate via email or through his/her/its personal account.

15.3. A2TAG reserves the right to change any terms and conditions of this Agreement at any time, at its own discretion. You may refer to contract revisions in our website – [www.A2TAG.com](http://www.A2TAG.com). The terms and conditions of present A2TAG Affiliate Agreement (as published on Website (the “Terms”)) bind the parties from the date signed or the date service is provided and shall apply to each and any services provided by A2TAG. This Agreement shall take precedence over any other terms and conditions issued or stated or referenced to apply relating to the services provided by A2TAG.

15.4. All claims related to the use of the Service or Program shall be submitted by the Affiliate within 7 days from the end of the Reporting Period only. In the case of missing the specified term, A2TAG reserves the right not to process the complaint, and all the services shall be deemed rendered properly.

15.5. Headings to sections and subsections in this Agreement are for the convenience of the parties only and are not intended to be a part of or affect the meaning or interpretation hereof.

15.6. You acknowledge that by accepting these Terms, you agree on using contact details provided in your personal account for any communication method (system email, marketing email, etc.)

## **16. Contact Us**

You can communicate for any reason, whether a complaint or not, with us by email. We may, but are not obligated to, retain any communication with you.

*This document was last updated on 20.01.2026*