

## General Terms and Conditions for Advertisers

### 1. General Provisions

These Terms and Conditions apply to the use of the Platform [www.financeAds.com](http://www.financeAds.com) (subsequently referred to as "Platform") of financeAds International GmbH (subsequently referred to as "financeAds") and also regulates the contractual relationship related to the marketing of online advertising placements between advertising space operators (subsequently referred to as "Affiliates") and advertising customers (subsequently referred to as "Advertisers").

financeAds allows the Advertisers to access its network of Affiliates who have the goal of marketing the products and services of the Advertisers and acquire new clients for the Advertiser.

The Advertiser provides ad media in the form of text links, banners or email templates for Affiliates to use. The Affiliates may use and display such ad media on, for instance, websites, or on e-mails or any other online advertising to market the Advertiser's products or services.

Ad media is made available on financeAds Platform and an affiliate program (subsequently referred to as "Program") which is set up on the Platform to allow Affiliates to run advertising campaigns on behalf of the Advertisers.

If the Affiliates' advertisement is successful, and the Advertiser acquires a new customer or sell one product, the Advertiser shall remunerate financeAds and financeAds will pay the Affiliates the agreed remuneration (as specified on the financeAds Platform). The type and amount of the remuneration are determined by the Advertiser based on the performance goals defined in the contract signed by the Advertiser and financeAds (subsequently referred to as "Advertiser Insertion Order").

Additionally, financeAds offers its Affiliates the opportunity to integrate the affiliate Programs to their website using the provided white label comparison tools (financeAds tools). Affiliates might use these tools to lead new customers to the Advertiser's website and are rewarded as defined on the Advertiser Insertion Order signed by the Advertiser and financeAds.

### 2. Obligations of the Advertiser

- 2.1. The Advertiser is a supplier of online products and services advertising their offering by means of advertising materials, which are to be made available through the financeAds Platform to Affiliates.
- 2.2. The Advertiser grants financeAds and the respective Affiliates a simple, non-exclusive, nontransferable, usage right in the provided advertising material, which is limited in time and purpose to the terms of the Advertiser Insertion Order.
- 2.3. The above-mentioned granting of rights also includes the right to store, duplicate, publish, digitalize as well as process the advertising material, if that is necessary to execute the Advertiser Insertion Order.
- 2.4. The Advertiser guarantees that all ad media and websites that promote their products and the content of those websites are in accordance with the law.
- 2.5. The Advertiser is obliged to take all necessary measures for financeAds tracking (i.e. tracking information) of the transactions being possible and operational. Should the Advertiser utilizes his own additional tracking, the financeAds tracking information shall always prevail.

- 2.6. The Advertiser is obliged to notify financeAds and the Affiliates accepted on the Program of any change to the Program's conditions with at least 14 days' notice previous to the planned change, in writing via a newsletter or a mass e-mailing. The Publisher is solely responsible for ensuring it is aware of any changes to the Program's conditions.
- 2.7. The Advertiser must approve transactions in a timely manner as specified in 6.3.
- 2.8. No attribution system, nor de-duplication rules can be applied on conversions tracked by financeAds for the duration of this agreement.
- 2.9. financeAds will track conversions with a standard Cookie Window of 60 days unless specified differently in Insertion Order between the Advertiser and financeAds.

### **3. Obligations of Affiliates**

- 3.1. Affiliates are legal entities with full legal capacity providing a space on their websites for the marketing of all kinds of goods and services. Beside websites, Affiliates can use also newsletters and adverts within the scope of search engine marketing which are all advertisement forms accepted by financeAds.
- 3.2. Each Affiliate is aware of the applicable law especially in regard to online marketing. The Affiliate ensures that all commercial and regulatory requirements for online marketing activities are fulfilled and proven on request, especially in the relation to the specific markets where the Affiliate operates.
- 3.3. Affiliates must apply to an Advertiser Program before they are allowed to advertise the Advertiser's products and services. Advertisers have the right to reject the Affiliates' application. An explanation of the reason for the rejection will be appreciated.
- 3.4. Affiliates must comply with all regulations that are applicable to the market(s) where they operate or are based and or are promoting the Advertiser's products. Affiliates are fully responsible to comply with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any subsequent iterations and its implications.

### **4. Affiliate: financeAds Tools**

- 4.1. financeAds can integrate the Advertiser's products into a proprietary white label comparison tools, which are used by Affiliates to promote Advertisers' products and services. In this case, there is no need for the Affiliates to apply to the Advertiser's affiliate Program through the financeAds Platform.
- 4.2. For the duration of the Advertiser Insertion Order, the Advertiser grants the right to financeAds and its Affiliates to use the Advertiser's name, logo and brand both through and on the financeAds Platform and on the white label comparison tools.

### **5. Implementation of an Affiliate Program**

- 5.1. The Advertiser provides all relevant information and advertising materials for the correct functioning of its affiliate Program via the financeAds Platform.
- 5.2. financeAds reserves the right to not activate the Program in case the Advertiser does not provide the ad media in the required and customary manner.
- 5.3. Affiliates have the opportunity to apply to the Advertiser's affiliate Program. The decision to accept or reject an Affiliate application is made solely by the Advertiser. financeAds can accept Affiliates on behalf of the Advertiser unless the Advertiser explicitly indicates that they want to retain this right.
- 5.4. A contract between Advertisers and Affiliates is considered as concluded once the Affiliate is accepted by either the Advertiser, or, when authorized by the Advertiser, by financeAds. It is the sole Advertiser's responsibility to review each Affiliate application and business model and to verify the legitimacy of the Affiliate's website before accepting it onto its affiliate Program. financeAds is not liable for the legitimacy of the Affiliate websites.
- 5.5. The Advertiser can specify its own additional specific terms and conditions making them visible on the financeAds Platform, providing that these specific conditions are not in

- conflict with financeAds own Terms and Conditions.
- 5.6. The Advertiser provides advertising material in a suitable format when establishing the Program. The hosting of the advertising material should be carried out by the Advertiser.

Upon request of the Advertiser, financeAds can offer the hosting of those material at the expenses of the Advertiser.

- 5.7. financeAds reserves the right to use the names, logo and brands of the Advertiser and the products and services for reference purposes (such as in presentations). No confidential traffic data will ever be shared to third parties by financeAds.

## 6. Compensation and Payments

- 6.1. financeAds records and counts all Affiliate transactions (views, clicks, leads & sales) and makes the data available to the Advertiser in a suitable manner through the financeAds Platform. The remuneration of the Affiliates is specified according to the conditions detailed on the Advertiser Insertion Order between the Advertiser and financeAds before the start of the Program. A later amendment of these conditions to the disadvantage of the Affiliate is only possible within the time period defined in 2.6.
- 6.2. All successful leads and sales need to be checked by the Advertiser within 60 days from the day the transactions were recorded. If the Advertiser finds no objections against the recorded successes, all transactions should be accepted.
- 6.3. In case the Advertiser neither approves nor rejects the transactions within 60 days following the date upon which the respective transactions have been tracked, financeAds reserves the right to automatically approve the transaction ("Autoconfirmation"). The Parties may agree upon a different time period and specify that in the Advertiser Insertion Order.
- 6.4. Once transactions have been accepted by the Advertiser, financeAds will immediately make the respective commission available to Affiliates.
- 6.5. Once transactions have been accepted, this process is irrevocable, and no claw-backs of commission paid out are allowed under any circumstances.
- 6.6. If the Advertiser impedes financeAds' tracking, the Advertiser is obliged to compensate the loss of commission in a suitable manner, i.e. by reimbursing Affiliates and financeAds an amount equivalent to the commission generated by the average transactions that would have been generated under normal circumstances. The decision right regarding the form of compensation rests with financeAds.
- 6.7. Once transactions are approved, provided that the Advertiser has prepaid financeAds for the total amount of the approved transactions, financeAds will pay the agreed commission to the Affiliates.
- 6.8. The Advertiser releases financeAds from all claims made by Affiliates regarding the remuneration of the commission approved.
- 6.9. In case financeAds affiliate Program will not be the only public affiliate Program available in any respective market, the Advertiser must ensure that financeAds will be offered the same (or better) conditions (Affiliate commission, program limitation, allowed channels and so on) that are offered to other, external, public affiliate Programs. Should any of those conditions / commissions be better in any other external, public program, the Advertiser is obliged to notify financeAds of the change of commissions / conditions within 7 days from the moment the conditions are changed on other external, public Programs. In case of a delay in notifying financeAds, financeAds reserves the right to charge a contractual penalty for each violation, equal to an amount up to 50% of the network fee generated since the beginning of the contractual relationship and, in case of an argument between the Parties, being subject to a decision of the competent court.
- 6.10. VAT will apply to all commissions and compensation.
- 6.11. During the term of and for one year after termination of Advertiser Insertion Order, the Advertiser shall not – neither directly nor indirectly – enter into a contractual relationship with any Affiliate that has been introduced by financeAds, where this Affiliate has participated into the affiliate Program of the Advertiser through the financeAds Platform. Such obligation cannot apply to those Affiliates that had preexisting

contractual relationships with the Advertiser, prior to the conclusion of the Advertiser Insertion Order. A written proof of that preexisting contractual condition must be provided by the Advertiser upon request. In the event of a violation of this obligation, the Advertiser shall pay a contractual penalty to financeAds for each violation equal to an amount up to EUR 30.000,00 for each Affiliate and, in case of a dispute between the Parties, such dispute will be subject to a decision of the competent court.

## **7. Warranty**

- 7.1. financeAds makes its services, systems, technologies and solutions available to the best of its knowledge and technical capabilities. Guarantee is neither given around the accuracy, completeness or quality of the provided information nor for the error-free and continuous availability of the services, systems, technologies or solutions.
- 7.2. financeAds shall only be liable for damages if and when financeAds, its authorized representatives or senior executives are guilty of premeditation or gross negligence, except for cases of violation of essential contractual obligations. In the case of other vicarious agents, financeAds shall only be liable if there was premeditation and they violated essential, contractual obligations intentionally or with gross negligence. Apart from cases of premeditation or gross negligence on the part of authorized representatives, senior executives-or premeditated conduct of other vicarious agents of financeAds, no liability shall exist for compensation for indirect damage, in particular for any possible unrealized profit. Except for cases of premeditation and gross negligence on the part of financeAds, its authorized representatives and senior executives, liability shall be limited to the damage typically foreseeable at the time of contract conclusion.
- 7.3. financeAds refers to other internet sites using links on its web pages. The following is valid for all links: financeAds expressly declares to have no influence on the layout and contents of the linked websites. Thus, financeAds is hereby explicitly distancing itself from the contents of all sites linked to on financeAds' web presence, and also explicitly does not have ownership of this content. This declaration is valid for all links present on the website, both displayed and hidden, and for all content of the sites, to which these links are leading to.
- 7.5. If claims have been taken against the Advertiser or financeAds due to erroneous advice from the Affiliate, the Affiliate is obliged to release the Advertiser and/or financeAds from all resulting claims (including the legally accrued costs for legal counsel).

## **8. Account, Contract Term & Termination**

- 8.1. The duration of the Advertiser Insertion Order between financeAds and the Advertiser is unlimited unless stated otherwise on the Advertiser Insertion Order.
- 8.2. The Advertiser Insertion Order can be terminated by financeAds or by the Advertiser with a notice period of not less than 3 months giving notice via email. Termination is not allowed during the first 9 months after the Advertiser Insertion Order is signed.
- 8.3. When the Advertiser Insertion Order is terminated, any outstanding invoice and debit must all be paid out immediately by the Advertisers to financeAds.
- 8.4. financeAds is entitled to terminate either the Advertise Insertion Order or the relationship with the Affiliates with immediate effect if there are concrete indications that any of these Parties have violated these General Terms and Conditions.

## **9. Confidentiality**

The Parties are obligated to keep all operational and other business related information made accessible to them in connection with their respective contract, confidential, particularly information that is considered confidential, or which are recognizable as company or business secrets of a Party according to other conditions, until the end their respective contracts, and not to store, distribute or exploit this information, insofar as it is not necessary for maintaining the purpose of their respective contracts.

## **10. Data Protection and usage of cookies**

- 10.1. financeAds acquires, processes and uses the Advertiser`s personal data in compliance with the national data protection laws and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any subsequent iterations.
- 10.2. financeAds acquires, processes and uses personal data only to fulfill the purpose of the Advertiser Insertion Order. financeAds uses personal data only for the management and use of the financeAds service.
- 10.3. financeAds uses so-called cookies to improve its Platform for both Advertisers and Affiliates, to ensure their security log-in into the Platform. Furthermore financeAds uses cookies to ensure a correct tracking of leads and sales with the purpose of a correct attribution to the different Affiliates. The cookies do not contain personal data.
- 10.4. A specific Data Processing Agreement (DPA) is stored and saved on each Advertiser and Affiliate` profile on the financeAds Platform and be can be provided upon request.

## **11. Reservation of Right to Modification**

financeAds is entitled to change or make additions to these General Terms and Conditions at any time.

## **12. Final Provisions**

- 12.1. This Terms and Conditions are subject to German law under exclusion of all conflict of law rules.
- 12.2. Berlin shall be the place of jurisdiction for all disputes arising from this Terms and Conditions.
- 12.3. Should any individual part of this Terms and Conditions be ineffective or not applicable, this shall not affect the remaining provisions. The ineffective or not applicable provisions should be replaced by effective and applicable ones that corresponds as closely as possible to the economic purpose of the original one. The same applies to loopholes.

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financeAds International GmbH  
Hardenbergstrasse, 32  
10623 Berlin