

## Terms and conditions of cooperation between publishers and the MyLead affiliate network

### §1 General provisions

1. These Terms and Conditions set forth the terms and conditions for the operation, functioning and use of the MyLead Portal and Affiliate Program located on the Internet at <https://www.mylead.global/> and the scope of rights and obligations of Publishers and End Users of the Portal. It also includes the conditions for the emission of advertisements broadcast by Advertisers and the forms and methods of settling activities between the Publisher and MyLead, as well as the prohibition of providing unlawful content, the technical conditions necessary for cooperation with the information and communication system used by the service provider, and the mode of complaint procedure
2. The co-controllers of the personal data are:
  - a. MYLEAD LTD, address: MYNSHULL HOUSE 78 CHURCHGATE; STOCKPORT; CHESHIRE; ENGLAND SK1 1YJ, registration number: 14978319, email address [contact@mylead.eu](mailto:contact@mylead.eu), phone number +35796999698 (First Co-Administrator)
  - b. MYLEAD CY LTD, address: Arch. Makariou III & Evagorou 1-7, MITSU BUILDING 3; 1<sup>ST</sup> Floor, off. 102 1065 Nicosia (Cyprus), registration number HE 450986, email address [contact@mylead.eu](mailto:contact@mylead.eu), phone number +35796999698 ( Second Co-Administrator)
3. As part of the co-management agreement concluded between the First Co-Manager and the Second Co-Manager, responsibilities have been agreed on regarding the fulfillment of obligations under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Regulation on data protection, hereinafter referred to as "RODO"). In particular, it was agreed that:
  - a. The other Joint Controller shall be responsible for the performance of the information obligation, which means that the data subject shall be provided with detailed information on the obligations regarding the processing of personal data by the Joint Controllers directly in the body of these Regulations,
  - b. The other Co-Administrator shall ensure that the data subjects are provided with the essential part of the arrangements between the Co-Administrators,
  - c. Each of the Joint Controllers is responsible for enabling the exercise of the rights of data subjects, and the other Joint Controller is responsible for fulfilling the requests of the data subject,
  - d. Pursuant to a co-management agreement, the Second Co-Administrator shall maintain a joint personal data file of both Co-Administrators. The Joint Administrators may process the personal data contained in the joint dataset provided that the processing is carried out for the purpose of providing the Services through the Portal.
4. The Joint Administrators have established a common point of contact that can be contacted about the protection of your personal data through:
  - a. Contact form at <https://mylead.global/en/company/contact>
  - b. Email address : [contact@mylead.eu](mailto:contact@mylead.eu)
  - c. In writing, to Arch. Makariou III & Evagorou 1-7, MITSU BUILDING 3; 1<sup>ST</sup> Floor, off. 102 1065 Nicosia (Cyprus).

5. The Joint Administrators process Users' personal data in order to provide User service. For the specific purposes of processing personal data, please refer to the Privacy Policy.
6. The Joint Administrators process personal data for the purpose of complying with these Terms and Conditions, Privacy Policy, processing complaints and fulfilling obligations under the law.
7. The legal basis for the processing of personal data is the voluntarily given consent of the User and the legally justified interests of the Joint Administrators. Provision of personal data is voluntary, however, necessary to use the Services described in § 4.1 of the Privacy Policy.
8. Personal data may be transferred to entities that process personal data on behalf of the Joint Administrators. Other entities processing personal data on behalf of the Joint Administrators are primarily considered to be service providers IT. Personal data will not be transferred outside the European Economic Area.
9. Persons whose personal data is processed by the Joint Administrators have the following rights in connection with the processing:
  - a. The right to access your personal data,
  - b. The right to request rectification, erasure or restriction of the processing of their personal data,
  - c. The right to portability of personal data, i.e. to receive from the Joint Administrators of personal data in a structured, commonly used machine-readable format and the right to send it to another controller;
  - d. The right to lodge a complaint with the data protection supervisory authority,
  - e. The right to withdraw consent.
10. Personal data will be kept until the statute of limitations on claims for provision of Services
11. For detailed information on the processing of personal data, please refer to the Privacy Policy.
12. Co-administrators will collectively be referred to as Administrator or MyLead.

## §2 Definitions

**ISSUER/AFFILIANT/USER** - a natural person, legal entity or organizational unit without legal personality, to which the law grants legal capacity, issuing advertisements on the Internet, who has met the conditions indicated in these Regulations, necessary to become a Publisher, and who expresses a desire to join the MyLead program in order to lease advertising space to Advertisers.

**SOURCE OF MOVEMENT** - website/service/blog/forum/other, on which a Publisher participating in the affiliate program, rents advertising space to an Advertiser - places a link referring to the site of a previously selected Advertiser, who is a customer of the MyLead affiliate network.

**ADVERTISER** a natural person, a legal person, an organizational unit without legal personality, to which the law grants legal capacity, being the owner of an affiliate program, interested in broadcasting advertisements of its product or service through the MyLead program.

**AFILIATE/PARTNERSHIP PROGRAM** - a set of rules and principles individually adapted to each product campaign conducted on Publisher's sites. The Affiliate (Publisher) receives from MyLead the relevant information about the detailed terms and conditions of the anticipated remuneration for the rental of advertising space, the target advertising sites and the period of ad impressions, developed in advance by the Advertisers.

**WWW WEBSITE** - a separate, proprietary area on the Internet, identified by its own individual URL. Created usually in SGML (HTML, XML) languages, read by external users using a web browser.

**NETWORK OF AFILIATION PROGRAMS** - (abbreviated as Network, Affiliate Network or Portal) the link between the affiliate programs of Advertisers and Publishers. The platform created for this purpose (Interface) is the exclusive property of MYLEAD LTD.

**INTERNET SERVICE/ADVERTISING SPACE** - a set of websites, interrelated in terms of: content, graphics, mechanisms of operation and functioning, on which the Publisher presents content of Advertisers in graphic or text form.

**END USER/CLUSTOMER** - an individual who performs a specific action predetermined by the advertiser (usually it is a click on a given advertisement, published in the Publisher's Traffic Source, being a link to the Advertiser's site, which pays for the action).

**ADVERTISER'S WEBSITE/SITE OR SERVICE** - the Advertiser's website designated by the Advertiser in the acceptance process for the MyLead affiliate program officially listed on the affiliate program platform as an advertised site.

**TARGET LINK/PARTNER LINK** - a link placed in the Publisher's traffic source, leading to the Advertiser's website.

**MOVE** - defines valid clicks, contacts, leads and sellleads that have been confirmed and accepted by the Advertiser or Administrator.

**ARTIFICIAL MOVEMENT** - defines abnormal (improperly triggered) clicks, contacts, Leads and Sellleads that have not been accepted by the Advertiser or the Administrator and may result from violations of the Terms of Service.

**CLICKING** - the execution of a specific action, consisting in the selection by the End User on the Publisher's website of a link/banner and other advertising forms, directing to the Advertiser's landing page.

**LEAD** - means the performance of an activity specified in the Affiliate Program, which is not a Sell Lead, by an End User reaching the Target Site via the Publisher's Site under the conditions regulated in the Affiliate Program. A Lead may include, but is not limited to, filling out a form, completing a survey, or any other activity that is not a Sell Lead.

**SELLLEAD** - the performance of a specific action by an End User, approved in the affiliate program, who, through the Publisher's website, was directed to the Advertiser's landing page, in accordance with the terms and conditions previously set by the affiliate program. Unlike Lead, Selllead refers to the purchase of a specific product or service to which the End User was directed from the Publisher's website.

**SMARTLINK** - a special Affiliate Program in which multiple campaigns are combined, allowing to redirect the End User automatically taking into account, for example, the country, to the

territory in which it is located or the device it uses. For this reason, the Publisher has no direct influence on the type of advertisements displayed in Smartlinks, as well as on the rates for Leads, the value of which given on the page of a given Program is only indicative and cannot be the basis for claiming payment in a certain amount.

**FRAUD** - Lead obtained in a manner inconsistent with the Regulations, in particular when:

- a. The lead is manually entered on the advertiser's landing page;
- b. The data provided on the website is false;
- c. data provided on the site were entered without the consent of the owner of such data;
- d. The parameters of several Leads indicate that they were generated by a single person;
- e. Leads that can otherwise be classified as Artificial Traffic;
- f. The advertiser labeled Leada's data as Fraud;
- g. The Publisher persuaded third parties to provide data by offering them remuneration or any other service that could induce them to perform actions in the campaign, unless the Advertiser expressly permits such movement;
- h. comes from fake clicks;
- i. comes from invisible ads;
- j. Leads come from bots - "non-human traffic".

**OLD/Cold LEAD** - a Lead that does not translate into a profit for the Advertiser despite payment to the Publisher, for example by not making a purchase on the Advertiser's site in the case of the CPL model; these are often inactive customers. A significant number of cold Leads among all acquired Leads may result in rejection, rejection of all Leads from a given affiliate campaign, blocking access to the affiliate program or blocking access to the account. A Cold Lead may also occur if several Leads are obtained from one customer in affiliate programs where the end customer base is shared, in which case the Advertiser does not pay for duplicates. Each time it depends on the terms and conditions of the particular Campaign.

**BAN** - permanent blocking of the Publisher's account as a result of non-compliance with the provisions of these Regulations. The Administrator reserves the right not to inform about its detailed reasons when it is justified by the protection of the functioning of the Fraud detection system.

**ADVERTISER MATERIALS** - means any content, images, videos, data or any other material provided by the Advertiser, exclusively owned by the Advertiser, entrusted to MyLead for the purpose of providing advertising services through Publishers.

**Publisher's PANEL** (also referred to as User's Panel and User's Home Page) - a part of the Affiliate Program Network that contains information about, among other things, the funds earned by the Publisher in the Affiliate Programs implemented by the Publisher.

**PAYMENTS, PROVISIONS** - amounts generated by Publishers participating in selected affiliate programs, in accordance with specific settlement rules in the regulations of a given affiliate program and these Regulations.

**MINIMUM PROVISION PAYMENT** - the minimum amount of commissions that the Publisher must achieve in order to get the payment of the collected funds.

**COMMISSION TO PAY** - generated remuneration of the Publisher, which has been accepted and paid by the Advertiser.

**PRODUCTS OR TOOLS** - options and IT solutions made available to Publishers after logging into a Publisher's account.

**TRACKING SYSTEM** - an IT system that monitors and analyzes in detail advertising campaigns conducted by Publishers. It allows recording the number of clicks of End Users on ads, as well as sales and specific actions performed by them. The system allows examining the effectiveness of individual advertising media (xml files, widgets, affiliate links, banners) and has tools that allow detecting and combating all kinds of illegal activities and provisions of these Regulations, including the Publisher's Code of Ethics.

**ISSUER'S ETHICAL CODE** - Appendix No. 2 to these Terms and Conditions, setting out the ethical rules for the promotion of Advertisers by Publishers and the rules for the Publisher's communication with MYLEAD CY LTD or MYLEAD LTD employees, Advertisers and other partners associated with MYLEAD CY LTD or MYLEAD LTD and/or other users using the MyLead platform; forms an integral part of the Terms and Conditions.

**BRAND BIDDING** - promotional activities carried out by the Publisher, aimed at promotion through search engines using keywords containing the Advertiser's name(s); some Advertisers do not allow promotion by such means.

The Affiliate Programs offered in the MyLead network will use, among others, the following models of payment for the rental of advertising space:

**CPA** (cost per action) - a billing model in which the Publisher is paid for the execution of a specific action by the client in the leased advertising space. This type of program includes, for example:

- offers in which the End User must purchase a product or service (e.g., VOD campaigns);
- Investment offerings that require a deposit (and often active investment);
- offers with games in which the player must perform an additional action, such as spending a certain amount of time in the game or reaching a specific level;

**CPL** (cost per lead) - a billing model in which a Publisher receives remuneration for data left behind for a customer coming from its Advertising Space (e.g. for registration or for confirming interest in a product or service in a conversation with the advertiser's call center). The CPL model includes, among others:

- e-mail submit offers, - programs in which the End User must register (Single Opt-In - SOI) or additionally after registration confirm the e-mail address (Double Opt-In - DOI) from which he registered;

- offers with confirmed interest - programs in which the End User is contacted by a call center and during the conversation the End User declares an actual desire to use the product or service;

**CPS** (cost per sale) - a billing model used for online store (e-commerce) campaigns with a large variety of products. The main difference between campaigns of CPA vs. CPS sales is the fact that in the CPS model the action to be performed by the end customer is a sale/purchase, while in the CPA model the actions can be a variety of things, like leaving credit card information.

**COD** (cost on delivery) - a model in which the End User purchases a product, and the Advertiser's call center additionally asks for confirmation of intent to buy and prompts the purchase of other products;

**PPI** (pay per install) - a model in which a commission is awarded for the installation of a program or application. There are two types of PPI in MyLead:

**Direct PPI** - offers billed for the installation of a single program, game or application. It is characterized by a clearly defined rate;

**PPI Bundle** - a commission is awarded for the installation of additional offers offered in the process of installing a larger program (as in popular download assistants). The PPI Bundle rate depends on a number of factors, such as the country and device of the End User and also the number and type of additional programs installed;

### **§3 Rules of operation of the Portal**

1. Publisher, through the Affiliate Program Network, participates in affiliate programs to promote Advertisers on its Advertising Space, which is leased to Advertisers. Whenever third parties, the End Users of the Publisher's traffic sources, click on the advertising media, this results in a transaction on the Advertiser's Website as specified in detail in the Advertiser's affiliate program. The Publisher will receive remuneration for providing Advertising Space that successfully led to a transaction.

2. The amount of remuneration is determined in detail in the individual terms and conditions of each affiliate program. It is possible to cover remuneration with a combination of models such as CPA, CPL, CPS, COD, PPI, Direct PPI, PPI Bundle, IVR, SMS MO, SMS MT. The Administrator and the Advertiser reserve the right to change, also during the duration of the Affiliate Program, the rules and rates applicable to a given Program, as well as to close a given Program, of which information will appear on the Portal. The change of rates may be dictated, in particular, by the delivery of good quality traffic (change for plus) or bad quality traffic (for minus), as well as a change in the exchange rate of the currency in which the Advertiser makes settlement with the Administrator.

3. The technical prerequisites for proper registration and use of the Portal and the MyLead affiliate program are the possession of an individual e-mail (email) account and a telephone number, which must be provided to the Administrator during the registration process for account verification, and the possession of a web browser with the specified version: Internet Explorer 8.0, Mozilla Firefox 3.0, Google Chrome 3.0, Safari 4.0, Opera 10.0, or higher, or other compatible web browsers.

4. A prerequisite for registration and participation within the Affiliate Program Network is also the possession by the Publisher of a bank account, an account on the PayPal platform or other online wallets and online payment systems, described in §7 section 4, to which payments will be made by the Administrator.
5. Registration in the Affiliate Program Network takes place by filling out an electronic form made available on the Network's website <https://www.mylead.global/> During the registration of the User in the Portal and the Affiliate Program, the User (Publisher) must consent to the use of electronic communication means to perform the services offered by the Portal - this is a prerequisite for registration. Communication with the Publisher will be carried out by electronic means, and a notice published by MyLead in the Interface shall be deemed received at the time of publication, while notices sent by e-mail shall be deemed delivered at the time of sending to the e-mail address indicated by the Publisher during registration. Registration may also take place using data in a Google account or Facebook account.
6. Registration in the Portal and Affiliate Program implies acceptance of the Terms and Conditions of the specific Affiliate Program.
7. Registration in the Portal and the Partner Program implies consent to the processing of personal data. The manner and scope of personal data processing is specified in the privacy policy.
8. Registration of the Publisher in the affiliate network implies the conclusion of an agreement between MyLead and the Publisher and the treatment of the Publisher as a full participant in campaigns conducted on behalf of Advertisers (renting Advertising Space), registered on the platform of affiliate programs of the MyLead network. The data provided by the Publisher in the registration process must be complete and true.
9. Registration of the Publisher in the affiliate program is tantamount to the Publisher's declaration of full legal capacity.
10. Registration allows access to the Publisher's account, and after logging in, the Publisher is authorized to update and complete the data provided in the electronic application form on the Website.
- 11. Registration and participation in the MyLead Portal is free of any fees. However, the Administrator reserves the right to charge market fees for conducted activities on the Publisher's Traffic Source, prepared dedicated mailings, landing pages, banner creations, if the Publisher, who has agreed to receive this type of assistance and has received it, does not make any activities aimed at generating traffic for 14 days, after receiving the materials. The prepared files are forwarded to the Publisher using the e-mail address provided in the Publisher's profile. He will receive a similar message when actions are performed on the Publisher's traffic source by the MyLead team. The message will also include a reminder to perform actions using the sent materials. Publishers are required to acknowledge receipt of this information by confirming in the form of a message - replying to the email sent by MyLead.**
12. The User (Publisher) may resign from activity in the Portal and the Affiliate Program at any time. To do so, the User/Publisher submits a request to the Administrator to delete the account. The Publisher may also do it automatically through his/her Publisher Panel.

Deletion of the account is irreversible - in order to participate in the Program again it is necessary to re-register.

13. All content posted on the <https://www.mylead.global/> website, in particular trademarks, works within the meaning of the Law on Copyright and Related Rights, expertise, know-how and software used and ways of implementing advertising proceedings are the property of MyLead or Advertisers and may not be used without the express permission of the Administrator or other authorized person. The Publisher has the right to use links to Advertisers' landing pages, sales pages and graphic materials that the Administrator provides for the promotion of MyLead.global in the "Referrals" tab and for the promotion of affiliate programs available on the MyLead.global platform. Their use is possible only by Users with an active account on the mylead.global platform and only in the context of affiliate programs offered by mylead.global. A valid and ongoing contract between the Publisher and the Administrator is also a requirement.

14. The Administrator may also offer other services as part of the Portal, the detailed terms of use of which will be specified each time in the Portal.

#### **§4 Terms and Conditions of the MyLead Affiliate Program.**

0. A Publisher may wish to participate in the Affiliate Program by supporting himself on advertising models previously provided in the program. The use of external advertising models of the Administrator and the Advertiser is allowed only with the prior written consent of the aforementioned. If the Publisher wishes to conduct an advertising campaign using non-standard advertising materials, the Publisher is required to ask the Administrator's permission for such actions in advance.

1. Becoming an Affiliate does not mean that an Affiliate can participate in all Affiliate Programs. Additional authorization from MyLead or the Advertiser is required to participate in some of the Affiliate Programs. Publisher acknowledges that some of the Affiliate Programs provided by MyLead may not be available to him/her on the **Affiliate Network**.

2. Authorization for an Affiliate Program requiring additional MyLead authorization is carried out after the Publisher sends an application to the Affiliate Program in question via the **Affiliate Program Network**.

3. The commencement of the Publisher's participation in a given Affiliate Program is tantamount to the Publisher's acceptance of the rules and requirements for that Affiliate Program.

4. If the Publisher wishes to send a mailing dispatch as part of the implementation of the Affiliate Program, the Publisher has an absolute obligation to obtain MyLead's consent for such dispatch. The condition for obtaining the consent referred to in the preceding sentence is to confirm to the Affiliate Program Network, before downloading advertising creations for mailing dispatch, the possession of consent of the mailing recipients to receive commercial information, as well as to send a test dispatch to MyLead and obtain its approval from MyLead.

5. The terms and conditions applicable to the Affiliate Program are available on the MyLead affiliate network website, at [www.mylead.global](http://www.mylead.global). MyLead will inform the Publisher, by email, of any change in the terms and conditions.

6. The Publisher, who is a member of the Affiliate Program, undertakes to comply with all rules and obligations, concerning the Affiliate Program in which he or she actively participates, and in particular the provisions relating to the Publisher's website content, copyright and trademark protection rights of third parties.

7. Any change to the content of the agreement concluded by MyLead with the Publisher requires the Publisher's consent. Lack of said consent will result in termination of the agreement, which will cause the Publisher to be removed from activities related to participation in affiliate programs of the MyLead network.

8. A publisher's participation in the Affiliate Program does not create a contract between the publisher and the Advertiser. The Publisher undertakes not to conclude, during the term of the contract with the Administrator and for a period of 1 year from the termination of the contract with the Administrator, any contracts or agreements with Advertisers without the Administrator's written consent, under pain of paying a contractual penalty in the amount of PLN 5,000 net for each contract or agreement concluded contrary to the provisions of this paragraph, payable immediately after summons by the Administrator. Direct cooperation between Publishers and Advertisers is permitted after prior written agreements between all parties and the Advertiser.

9. The User is prohibited from providing unlawful content, in particular, content violating the personal rights of third parties, inciting hatred (e.g. racial, ethnic or religious), violating generally accepted social norms, as well as from taking any action that could cause any interference with the work or overloading the IT systems of MyLead or other entities that participate directly or indirectly in the provision of electronic services, including, in particular, cause the circumvention of security, installation of malicious software, posting content in places not intended for this purpose.

10. The Administrator is not responsible for the malfunction of the Affiliate Programs of individual Advertisers.

#### **§5 Rights and obligations of the Administrator (MyLead), Publisher / User**

1. MyLead is obliged to actively monitor and record traffic between the Publisher's Traffic Source and the Advertiser's landing page. Based on the recorded effects, MyLead will calculate the due remuneration to the Publisher for the rental of advertising space for running the advertising campaign of the given Advertiser's affiliate program.

2. MyLead provides Publishers with the opportunity to apply to all Affiliate Programs published on the Site. MyLead provides Publishers with information about new Affiliate Programs and updates to running programs (any new products and promotions from Advertisers) via email (by mail).

3. MyLead undertakes to maintain reliable results of the Affiliate Program Publishers and to prepare periodic settlement balances and subsequent settlements with the Publishers.

4. The Administrator is not responsible for the content posted by Users (Publishers), in particular for its legality, substantive value, content and form, as well as for its truthfulness and reliability. Each User (Publisher) places files, posts or comments solely at his own risk and is responsible for any violation by these

the content of third-party rights, copyrights, personal or property rights or rights of publicity, or the principles of fair competition.

5. In the event of a suspected violation of the law, violation of these Rules or personal rights of others, the Administrator, taking into account the content of section 4 above, reserves the right to remove and block entries, remove the Publisher from the Affiliate Program in question, or remove or block the account of the User (Publisher) responsible for the violation, as well as remove and modify files posted by Publishers on the Website without giving any reason. The Administrator has the right to transfer, for technical reasons, in order to properly provide services, the content of the Site to other servers serving the Portal, without having to give a reason.

6. Users of the mylead.global platform are prohibited from making statements and publishing materials:

- violating the personal rights of others and violating good morals,
- containing vulgar or offensive content, insulting the religious feelings of others, as well as insulting the object of religious reverence,
- with pornographic content, incitement to disseminate pornography, erotic content or incitement to fornication,
- Violating Polish or international laws, moral norms, supporting radical social attitudes or proclaiming such views (racial, ethnic, gender, religious discrimination, etc.), directed against a specific individual or legal entity,
- constituting political agitation or an attempt to impose their views on other people using the Portal,
- containing words commonly regarded as abusive, promoting alcohol, intoxicants or psychotropic drugs, narcotics, as well as xenophobic, racist, fascist comments,
- inciting violations of the law, promoting violence or inciting aggression,
- attacking other Publishers (Users), containing false information.

7. When MyLead sends an email message or through the instant messenger located in the Publisher's panel to the address provided by the Publisher in the panel, it means its effective delivery to the Publisher.

8. Publisher may not transfer its rights or obligations under the Agreement in whole or in part to a third party without MyLead's prior written consent.

9. Publisher agrees not to generate or contribute to the generation of Artificial Traffic to the Target Sites in any way.

10. Publisher has the right to recruit other Publishers to cooperate with MyLead. For the acquisition of a new Publisher who registers as a MyLead Publisher and who is authorized, the Publisher will be entitled to commission remuneration, under the terms of the Affiliate Program.
11. Publisher shall promptly remove Advertising Creations from Publisher's Sites for all discontinued or terminated Affiliate Programs.
12. The Publisher is obliged to maintain the IT facilities necessary to carry out the intentions in accordance with the provisions of these Regulations and the agreement concluded with MyLead.
13. The publisher agrees to conduct fair cooperation with MyLead and not to use illegal software and other devices to generate artificial traffic to his website.
14. The publisher is obliged to immediately notify the Administrator of a change in the legal form of business, the cessation of business, deregistration as a VAT taxpayer.
15. The Administrator also provides for the possibility of joining the Affiliate Program by other networks (Publisher Network), which will act as Publishers (make further lease of advertising space, which the Publisher Network leases from its own Publishers), and to which all provisions of the regulations concerning Publishers will apply accordingly.
16. The Administrator, as well as the Advertisers, shall have the right to inspect the Traffic Sources of another network appearing in the Affiliate Program as a Publisher, and this network shall be obliged to disclose the Traffic Sources of its Publishers from whom it has leased advertising space for the purpose of implementing campaigns within the Affiliate Program, within 1 business day, upon any request.
17. The Network-Provider is obliged, at any request of the Administrator, to remove the indicated advertising materials from its network, including blocking the given Publisher from whom it leases advertising space, during its participation in the Affiliate Program.
18. Failure to comply with the obligations listed in paragraphs 17 and 18 may result in the Administrator blocking the Publisher's Network account and withholding payment.

#### **§6 Cooperation of Publishers with Advertisers**

1. The Advertiser (personally or through the Administrator, acting on his/her behalf, based on the guidelines provided by the Advertiser) accepts the Publisher into his/her Affiliate Program by first verifying the Publisher's profile, which was created by the Publisher during registration on the [www.mylead.eu](http://www.mylead.eu) platform.
2. The Publisher, upon acceptance by the Advertiser, has the right to use all the functionalities of the Website that help to achieve the best possible results from the leased advertising space, in particular, has the right to place widgets, banners, links and in any way use the available xml files to promote the Advertiser.

3. Using the "Affiliate Link" program, the Publisher is obliged to comply with the rules of the Publisher's Code of Ethics with particular emphasis on not using spamming in their practices.
4. The advertiser is entitled to conduct Leads Validation - to examine them for correctness, fulfillment of the terms and conditions of the Program and whether they are earned in violation of the law or the content of these regulations. Only after the validation, which may take up to several months, the status of a Lead is changed to Pending/Accepted/Withdrawal/Rejected. Only Leads with a status for Withdrawal are subject to settlement. However, in case subsequent verification leads to the conclusion that a given Lead should be treated as Fraud, its status may be changed, which may lead to the necessity of returning already paid funds. A condition for rejecting a lead may also be that it turns out to be a so-called cold lead, as described in §2.
5. When sending messages via email, the Publisher agrees to comply with the prohibition of unsolicited advertising ("spam"). Therefore, it is necessary to obtain the consent of each recipient before sending an email message; upon MyLead's request, Publisher agrees to provide proof of obtaining such consent.
6. The Publisher may not use keywords that contain legally protected terms, in particular, such as trademarks of the Advertiser or the Advertiser's competitors without their permission ("Brand bidding"), or direct traffic from domains that are intentionally misleading (for example "allegro.co.uk", unless the Advertiser expressly permits such a move.
7. The publisher undertakes to:
  - a. cooperation with MyLead exclusively for the benefit of Advertisers who lease advertising space,
  - a. not to use Affiliate Links in a way that may contribute to a decrease in the functionality of the Advertiser's Site,
  - b. To provide up-to-date, complete and competent information to End Users about the Advertiser,
  - c. to present all information about the Advertiser's offer accurately, in a form that is not misleading, to reproduce the Advertiser's Materials faithfully and accurately,
  - d. taking care of the timeliness of advertisements in the leased space, in accordance with the Advertiser's guidelines.
8. Any form of improper, in particular, inconsistent with the regulations, terms and conditions of a given Campaign, the Publisher's Code of Ethics or legal regulations, use of the provided applications may lead to blocking of the Publisher's account.
9. The publisher has the option to use the MyLead mobile application for Android and iOS (available in the Google Play and App Store, respectively), which connects to the publisher's account on the Portal and allows the publisher to track statistics and preview the dashboard view, list of affiliate programs, news and use the public chat. Use of the application is not necessary to participate in the Affiliate Program, and acceptance of its separate terms and conditions is required to use it.

10. The publisher also has the option of using a plug-in for the Google Chrome browser, which is available for free and gives the ability to view a list of affiliate programs, banner and email creatives, account statistics and coupons.

11. Advertisers may make their participation in certain campaigns contingent on signing a separate agreement with the Publisher, which will regulate such elements as the rate, duration or terms of the campaign. Conclusion of such an agreement shall not be considered a violation of the provisions of § 4.9 hereof.

12. MyLead reserves the right to disable an affiliate program at any time and to enable automatic redirection to another affiliate program from MyLead's offering. The selection of the affiliate program to be redirected is decided by MyLead. The publisher has no influence on the affiliate program to which the redirection is enabled. The publisher is due remuneration for the leads obtained from the affiliate program to which the redirection was enabled. The amount of leads is the same as for the promotion of the replacement affiliate program outside the redirection.

### **§7 Remuneration to Publishers**

1. The terms and conditions of remuneration to the Publisher for the rental of advertising space may vary depending on the billing model and rates in each Affiliate Program, and are available to each Publisher - on the page of the respective Affiliate Program, functioning at the same time as a part of the agreement concluded between the Administrator and the Publisher.

2. The Advertiser determines the terms and conditions of the Affiliate Programs. An Advertiser, verifying transactions generated by Publishers, has the right to apply the "last click wins" model, i.e. to reward only the Publisher in whose channel the last click leading an Internet user to finalize the transaction took place. Advertisers have the right to change the terms and conditions of the Affiliate Program, of which the Publisher will be informed each time through the Portal.

3. The terms of remuneration of Publishers for the rental of advertising space shall be established through MyLead monitoring.

4. The Publisher's remuneration is the amount due, plus value added tax at the appropriate rate, if the Publisher is a VAT payer. In the case of non-business individuals, the Administrator is not an advance payer of the Publisher's income tax, as the Publisher is required to individually account for tax on rental income (according to the contents of the interpretation of the Minister of Finance dated September 5, 2014, No. DD2/033/55/KBF/14/RD-75000).

5. Publisher has a constant online view of sales statistics, with a breakdown of commissions: to be paid, accepted, pending and rejected. The amount due to a Publisher will be shown individually to each Publisher in the appropriate section, available for the Publisher to view after logging into the Publisher's panel on MyLead.

6. Payment of due remuneration to the Publisher is made on the basis of bills, invoices or other documents issued by the Publisher, to a bank account, online wallet or online payment system, described in §7, pt. 4 in case the amount of funds accumulated in the Publisher's Panel is at least 100 euros. In the event of termination of cooperation, the Publisher has the right to withdraw all accumulated funds. Some withdrawal routes may involve a commission from the Publisher's balance. You will find such information in your Publisher's panel when trying to request a withdrawal of funds. There are also exceptions in the minimum

amounts to be paid using some of the ways to deliver money to the Publisher. These are described here. By accepting the Terms and Conditions, you accept the obligation to read the tab regularly in order to stay up to date.

7. The Publisher may also obtain payment of funds using the mechanism of self-billing. For this purpose, he or she must select this form of billing through the Panel and commit not to invoice the Administrator for billing.

8. Accrued remuneration for accepted transactions, which have passed into the status of "to be paid", is paid at the request of the Publisher at any time after exceeding the minimum amount, and the deadline for payment of money is 14 working days. The payout period may be extended in case of the need to verify the traffic or fortuitous situations for which the Administrator is not responsible (force majeure).

9. The condition for disbursement of funds to the Publisher with the status "To be paid" is that the Advertiser has paid the funds to the MyLead bank account.

10. If funds are paid to the Publisher by mistake or before they are transferred by the Advertiser, and after subsequent verification it turns out that the Leads that are the basis for the payment are rejected by the Advertiser, the Publisher shall be obliged to return them to the Administrator within 7 days from the date of receipt of the summons in writing or electronically. After the expiration of this period, the Administrator will be entitled to charge statutory interest for the delay.

11. If the Advertiser pays the Commission in a foreign currency, the Publisher will be paid by the Administrator in the same currency if the Publisher provides details of a bank account, online wallet or online payment system, described in §7, pt. 4, allowing payment in that currency. Otherwise, the cost of converting the Commission into Polish zlotys from the currency in which the Advertiser will pay it to the Administrator, or the related loss due to exchange rate fluctuations, shall be borne by the Publisher, and the Commission paid to him/her by the Administrator shall be reduced accordingly.

12. In the event of a reasonable suspicion that the Commission was obtained as a result of actions that violate the law or the provisions of these Regulations, the Administrator may deduct it from the Publisher's account - both from the funds there and future (negative balance).

13. The Publisher agrees that the Administrator may deduct claims from the funds in the Publisher's account on the Portal.

### **§8 Termination of the Agreement and its duration**

1. The contract between the Publisher and MyLead shall enter into force upon the Publisher's acceptance of these Terms and Conditions and the Publisher's passing through the full registration process leading to the approval of the Publisher's status. The contract is concluded for an indefinite period of time.

2. Each Publisher has the right to terminate the agreement concluded with MyLead, at any time during the cooperation, with immediate effect. Termination of the agreement is tantamount to the cessation of all advertising activities with affiliate programs, located on the affiliate program platform of the MyLead affiliate network.

3. MyLead shall have the right to terminate the contract with the Publisher immediately, in particular in case of violation of the provisions of these Terms and Conditions, as well as:

- a. When in the conduct of an advertising campaign by the Publisher, the activity of illegal software is detected, generating Artificial Traffic on the site;
- a. When the Publisher's traffic source does not generate any traffic for a period exceeding one calendar year;
- b. When a Publisher acts inappropriately in attempting to generate or generating Artificial Traffic to the Target Sites.
4. MyLead has the right to terminate the contract with the Publisher with 14 days' notice.
5. MyLead is obliged to inform the Publisher of the termination or cancellation of the contract by email, or through the website.
6. The Advertiser is entitled to refuse the Publisher's participation in a given Affiliate Program at any time, without giving reasons.

### **§9 Complaints**

1. MyLead will make every effort to ensure proper and uninterrupted use of the Portal.
2. Any disturbances occurring during the use of the Portal and related to its functioning may be the subject of a complaint filed by the User (Publisher). The complaint should be submitted to the following address: [contact@mylead.eu](mailto:contact@mylead.eu). Other comments and problems related to the services provided within the scope of the Portal's activities are also subject to submission.
3. Claims will be considered on an ongoing basis, but no later than within 14 days from the date of their submission by the User (Publisher). The Administrator of the Portal reserves the right to leave a complaint unanswered if it concerns reservations caused by the User's (Publisher's) ignorance of the Rules and Regulations or the User's (Publisher's) failure to comply with the instructions given to him, aimed at the proper provision of services or use of the Portal.
4. In order to diagnose irregularities in the functioning of the Portal services, the Administrator reserves the right to interfere with the technical structure of the User's (Publisher's) account.
5. The response to the complaint will be sent to the email account provided by the User (Publisher) during registration on the Portal.

### **§10 Final provisions**

1. In particular, the provisions of Cypriot law shall apply to matters not regulated in the Regulations.
2. Any changes to these Regulations will be communicated to Users (Publishers) by sending information to the Interface account and announced on the Portal. Users (Publishers) may express their objection to them in the form of an email message or by filling in the contact form. As a consequence of expressing an objection to the content of the Terms and Conditions, the User's (Publisher's) account will be deleted no earlier than within 14 days from the date of receipt of the objection from the User or Publisher. Continued use of the Portal after the changes is considered acceptance of the changes to the Terms and Conditions.
3. Any disputes arising during the course of cooperation between MyLead, User (Publisher), the parties will resolve amicably. In the absence of an amicable settlement,

The court with jurisdiction over disputes will be the court with jurisdiction over the seat of the Second Co-Administrator.

4. The Administrator shall be entitled to provide a copy of these terms and conditions to the tax authorities for the purpose of documenting self-invoicing arrangements between MyLead and the Publisher.

5. The regulations come into force on 20.01.2021

[Appendix 1: Privacy Policy](#)

Appendix 2: Publisher's Code of Ethics

### **Publisher's Code of Ethics**

1. The Publisher shall place Advertiser's links and advertisements on the websites in order to promote the Advertiser.

2. The Publisher undertakes to act exclusively for the benefit of the Advertiser, to advertise the Advertiser's offers with dignity.

3. The publisher under no condition can:

a. post listings on sites that contain images or content that is in any way: obscene, pornographic (this does not apply to campaigns in the "18+" category), threatening, offensive, illegal, hateful, harmful, harassing, racist, discriminatory, or in any way violates copyright or intellectual property rights;

a. Use unauthorized techniques to promote their own websites i.e. Black hat SEO;

b. Generate artificial traffic by using tracking worms, click machines;

c. Distribute, exchange or overwrite cookies;

d. arrange mailings that may be considered "spam" send emails to a recipient who has not given prior, intended consent to receive that email;

e. Overload the MyLead system by using artificial queries;

f. use prohibited keywords specified by Advertisers in the Affiliate Program Regulations;

g. Use brandbidding in affiliate programs that prohibit it;

h. violate MyLead's Privacy Policy;

i. engage in any other activities that are intended to directly contribute to an unfair increase in the Publisher's remuneration.

4. Publisher agrees to maintain personal culture when interacting with MYLEAD LTD and MYLEAD CY LTD employees, Advertisers and other partners associated with MYLEAD LTD and MYLEAD CY LTD and/or other users using the MyLead platform

a. The publisher will not use words that are generally considered offensive when communicating with company employees, Advertisers, or other partners associated with MYLEAD LTD or MYLEAD CY LTD and/or other users using the MyLead platform; nor will the publisher

used abusive terms (including threats) towards the above-mentioned persons using any means of communication (via telephone, e-mail, Skype, Telegram, Discord server, live chat, using the private messaging system on the MyLead platform or the public chat system)

a. Failure to abide by the rules of personal culture may result in restricting access to certain features of the MyLead platform or blocking access to your account on the MyLead platform.

5. It is the Publisher's responsibility to follow good advertising practices.

6. This Code is an integral part of the Agreement between the Publisher and MyLead. Breach of any point of the Terms and Conditions of Cooperation or the Code of Ethics is grounds for termination of the Agreement with immediate effect.