



GENERAL ADVERTISER AGREEMENT

This General Advertiser Agreement (the "Agreement") governs the Advertiser's use of the Conversand affiliate network. Conversand is operated by Affluencer sp. z o.o. sp. k., with its registered office at 27 Stycznia 9, 34-120 Andrychow, Poland, entered in the Register of Entrepreneurs of the National Court Register under KRS No. 0000779028, tax No. NIP 6762563897 ("Affluencer", "Conversand", "we", "us").

This Agreement is entered into between Affluencer and the Advertiser identified in the registration form, order form, Conversand account, campaign confirmation correspondence or another document agreed by the parties. Submitting a form, creating an account, accepting an order, providing Advertiser Materials, implementing tracking code or launching a Program means acceptance of this Agreement.

1. Nature of cooperation

1.1. Conversand is an affiliate network and advertising campaign aggregator operating on a performance marketing model. Conversand provides technology and operational support enabling Advertisers to present Programs to Publishers, track Actions, report, validate, settle payments and manage traffic quality.

1.2. Affluencer acts as a technology and operational intermediary between the Advertiser and Publishers. Unless expressly agreed otherwise, Affluencer is not an advertising agency obliged to achieve a specific sales result, does not guarantee traffic volume or number of Actions, and is not responsible for content independently created by Publishers.

1.3. The Advertiser uses Conversand for business or professional purposes and not as a consumer. If mandatory law grants the Advertiser protections that cannot be excluded, those protections remain unaffected.

1.4. This Agreement includes this document, Program Terms, order forms, the Conversand Privacy Policy, notices published in the Interface and additional terms accepted for specific functionality. In case of conflict, the following order applies: mandatory law, an individual written order or agreement, Program Terms, this Agreement, other Interface notices.

2. Definitions

2.1. "Action" means a click, lead, sale, install, registration, subscription, ad impression or other event specified in Program Terms as eligible for remuneration.

2.2. "Approved Action" means an Action tracked by Conversand and approved in accordance with this Agreement and the Program Terms.

2.3. "Advertiser" means the entity using Conversand to promote its products, services, brands, websites, apps or offers.

2.4. "Advertiser Materials" means trademarks, links, creatives, product feeds, banners, text, graphics, videos, landing pages, product descriptions, advertising claims, price lists, discount codes and other materials provided or approved by the Advertiser.

2.5. "Conversand Fees" means remuneration payable to Affluencer, including network fees, technology fees, service fees, setup fees, minimum monthly fees or other fees specified in an order form, the Interface or Program Terms.

2.6. "Data Protection Laws" means all applicable privacy, data protection, cookies, electronic communications and marketing laws, including GDPR, ePrivacy rules, the Polish Electronic Communications Law, the Polish Act on Providing Services by Electronic Means, applicable U.S. laws and FTC guidance, LGPD and other local rules where applicable.

2.7. "End User" means a person who interacts with Publisher content, a click, Advertiser Materials, the Advertiser's website or performs an Action.

2.8. "Interface" means the Conversand dashboard, API, reporting tools, tracking system and other software.

2.9. "Personal Data" has the meaning given to it by GDPR.

2.10. "Program" means the Advertiser's campaign, offer or affiliate program made available through Conversand.

2.11. "Program Terms" means campaign-specific rules, including rates, settlement models, territories, traffic channels, restrictions, tracking period, validation period, budget caps, material usage rules and validation criteria.

2.12. "Publisher" means an entity accepted to the Conversand network to promote Programs.

2.13. "Publisher Commission" means remuneration payable to a Publisher for an Approved Action.

2.14. "Tracking Code" means a tag, pixel, SDK, postback, API, link, click identifier, cookie or other technical solution provided or approved by Affluencer to track Actions.

2.15. "Tracking Period" means the period during which an End User's Action may be attributed to a Publisher.

2.16. "Validation Period" means the period during which an Action may be approved, rejected, adjusted or reversed in accordance with the Program Terms.

3. Electronic services and technical requirements

3.1. Affluencer provides the Advertiser with electronic services including:

- account creation and account management;
- access to the Interface;
- configuration and publication of Programs;
- generation of links, tags, postbacks and reports;
- tracking, reporting and attribution of Actions;
- validation, traffic quality and settlement support;
- communication with Publishers and operational support.

3.2. Use of Conversand requires Internet access, an active email address, a current browser supporting cookies, JavaScript and TLS encryption, and compliance with integration requirements provided by Affluencer.

3.3. The Advertiser must not provide unlawful content through Conversand, disrupt the Interface, bypass security, overload systems or use Conversand in breach of law or this Agreement.

3.4. Affluencer may modify, suspend or develop the Interface for technical, security, legal, operational or business reasons. Where reasonably possible, Affluencer will notify the Advertiser of material changes.

4. Account, verification and authority

4.1. Affluencer may accept or reject an Advertiser application at its discretion.

4.2. The Advertiser must provide complete, current and accurate data, including registration details, address details, tax details, billing details, information about its sector, products, beneficial owners, contact persons and websites.

4.3. The Advertiser must promptly update data in case of changes to legal status, tax residence, VAT, ownership, control, payment data, products, licences or business model.

4.4. Affluencer may request documents or information for KYC, sanctions, anti-money laundering, anti-fraud, tax, security or legal compliance purposes. Affluencer may refuse to launch a Program, suspend a Program or withhold settlements until verification is completed.

4.5. The Advertiser is responsible for all activity under its account and for maintaining the confidentiality of access credentials.

5. Launching a Program

5.1. A Program is launched based on data provided by the Advertiser and accepted by Affluencer in the Interface, an order form or correspondence.

5.2. The Advertiser must specify at least:

- promoted products, services, brands or offers;
- campaign territories and languages;

- settlement model, rates, currency and budget caps;
- permitted and prohibited traffic channels;
- rules for use of brand, keywords, coupons, cashback, PPC, email, SMS, push, social media, influencer marketing, apps and subnetworks;
- Tracking Period and Validation Period;
- criteria for approving and rejecting Actions;
- required advertising disclosures and information for Publishers;
- special legal, sector or platform restrictions.

5.3. Affluencer may refuse to launch or continue a Program if the Program, Advertiser, Advertiser Materials, payment model, sector, territory or legal or reputational risk is unacceptable.

5.4. The Advertiser may change Program Terms with Affluencer's consent or through Interface functions. Changes should not apply retroactively to the detriment of Publishers or Affluencer unless required by law, fraud prevention, security, obvious error or abuse.

5.5. Reducing rates, narrowing qualifying Actions, materially limiting traffic channels or closing a Program should be notified at least 7 days in advance, unless urgent legal, security, fraud, budget or reputational reasons justify shorter notice.

6. Advertiser obligations

6.1. The Advertiser is responsible for the legality of its products, services, websites, apps, offers, prices, terms, purchase processes, privacy policies, consent mechanisms, Advertiser Materials and Program Terms.

6.2. The Advertiser must hold all consents, licences, authorisations, certifications, intellectual property rights, approvals and legal bases required to operate the Program.

6.3. The Advertiser must ensure that Advertiser Materials and information provided to Publishers are true, complete, current, non-misleading and substantiated.

6.4. The Advertiser must promptly inform Affluencer of legal risks, consumer complaints, authority decisions, security incidents, product recalls, changes to terms, advertising bans or other circumstances that may affect the Program.

6.5. The Advertiser must not use Conversand to promote products or services that are unlawful, infringe third-party rights, fraudulent, harmful, discriminatory, misleading or prohibited in a relevant territory.

6.6. If a Program concerns a regulated sector, including finance, credit, investments, crypto-assets, insurance, health, supplements, medicines, medical devices, alcohol, gambling, tobacco, adult content or products for children, the Advertiser must disclose this before launch and provide required restrictions and instructions for Publishers.

7. Materials, claims and advertising disclosures

7.1. The Advertiser grants Affluencer a non-exclusive, royalty-free, worldwide, revocable licence, with the right to sublicense to Publishers, to use Advertiser Materials as necessary to operate the Program.

7.2. The licence covers use of Advertiser Materials in the Interface, Publisher communications, links, feeds, reports, Program promotional materials and Publisher promotional spaces.

7.3. The Advertiser warrants that Advertiser Materials do not infringe third-party rights, including copyrights, trademark rights, personal rights, image rights, consumer rights and advertising laws.

7.4. The Advertiser must specify required disclosures of advertising, sponsorship, affiliate links, commercial relationships and other material connections. Campaigns targeting Poland should take account of UOKiK advertising disclosure guidance, and campaigns covering the United States should take account of FTC endorsement and affiliate disclosure guidance.

7.5. The Advertiser must not require Publishers to hide the commercial nature of communications or prohibit proper advertising disclosures.

7.6. The Advertiser must provide Affluencer with current restrictions on brand bidding, trademark bidding, comparisons, coupon codes, claims, prices, availability, reviews, influencers and user-generated content.

8. Tracking, integration and attribution

8.1. The Advertiser must implement and maintain Tracking Code in accordance with Affluencer's instructions and good security practices.

8.2. The Advertiser must ensure that Tracking Code works on the proper websites, apps, events and systems, and that data sent to Conversand is complete, accurate, current and consistent with Program Terms.

8.3. The Advertiser must not remove, modify, block, restrict or bypass Tracking Code without prior agreement with Affluencer.

8.4. The Advertiser must notify Affluencer in advance of changes to the website, app, checkout, CMP, tag manager, domains, URL parameters, API, postbacks, order system or other changes that may affect tracking.

8.5. Conversand records are the primary source for determining Actions, attribution, Publisher Commissions and Conversand Fees, unless the parties agree otherwise in writing.

8.6. Affluencer does not guarantee that tracking will be uninterrupted or error-free, including because of browser settings, devices, ad blockers, platform restrictions, missing consent, integration errors, Advertiser outages or third-party actions.

8.7. If an integration error, missing tag, defective postback or other reason attributable to the Advertiser prevents proper tracking, Affluencer may estimate payable Publisher Commissions and Conversand Fees based on available data, historical conversion rates, logs, Advertiser data or other reasonable methods.

9. Validation of Actions

9.1. The Advertiser must validate Actions in good faith, in accordance with Program Terms, objective criteria and deadlines set in the Interface.

9.2. Rejection of an Action requires a true reason and, upon Affluencer's request, evidence supporting the rejection.

9.3. The Advertiser must not reject Actions solely because of an internal budget overrun, a change of business decision, margin, deterioration of sales performance or failure to configure a cap in the Interface in advance.

9.4. If the Advertiser does not validate an Action within the Validation Period, Affluencer may treat it as approved unless Program Terms state otherwise or there is a reasonable suspicion of fraud, technical error, abuse, chargeback or legal breach.

9.5. Once an Action is approved, the Advertiser must pay the Publisher Commission and Conversand Fees. Reversal of an approved Action is permitted only to the extent and within the periods specified in Program Terms or for reasons such as fraud, return, cancellation, chargeback, duplicate, technical error, legal breach or obvious mistake.

9.6. Affluencer may adjust, reject or withhold Actions if it reasonably suspects fraud, low-quality traffic, breach of Program Terms, legal breach, technical error or Network risk.

10. Fraud, traffic quality and audits

10.1. Affluencer may use automated and manual tools to detect fraud, abuse, bots, duplicates, unusual patterns, sanctions, invalid leads, Program breaches and security risks.

10.2. The Advertiser must cooperate in traffic quality analysis, including by providing information on returns, cancellations, chargebacks, duplicates, invalid leads, complaints, suspicious orders and results of internal checks.

10.3. The Advertiser must not bypass Conversand, use Publisher data to recruit Publishers directly outside the Network, or offer Publishers settlements outside Conversand without Affluencer's prior written consent.

10.4. Affluencer may suspend a Publisher, Program, links or tracking where justified to protect the Network, End Users, the Advertiser, Publishers or Affluencer.

11. Fees, payments and budget

11.1. The Advertiser will pay Affluencer Publisher Commissions and Conversand Fees in accordance with an order form, Program Terms, the Interface or invoice.

11.2. Affluencer may require prepayment, a deposit, minimum balance, credit limit, recurring payment or payment security before launching or continuing a Program.

11.3. Unless otherwise agreed, invoices are payable within 14 days from the invoice date.

11.4. All amounts are exclusive of VAT and other taxes, which will be added where applicable. The Advertiser is responsible for taxes, charges, deductions and reporting obligations related to its own activity.

11.5. If a payment is subject to withholding tax or another deduction, the Advertiser will pay such additional amount so that Affluencer receives the full amount due, unless mandatory law provides otherwise.

11.6. The Advertiser must not deduct, withhold or set off payments without Affluencer's prior written consent, except where required by law.

11.7. In case of late payment, Affluencer may charge statutory interest for late payment in commercial transactions, suspend the Program, block the Interface, refuse validation, withhold Publisher payments, reduce the credit limit or terminate this Agreement.

11.8. The Advertiser will reimburse Affluencer for chargebacks, bank fees, collection costs, reasonable legal costs and other costs incurred in connection with non-payment or the Advertiser's breach.

11.9. If Affluencer has paid or committed to pay a Publisher Commission for an Approved Action, the Advertiser remains obliged to pay that amount to Affluencer even if it later changes its business decision, unless reversal is permitted under this Agreement.

12. Data, privacy and cookies

12.1. Each party must comply with Data Protection Laws.

12.2. The parties' roles may differ by processing activity. Affluencer may act as an independent controller of account data, billing data, fraud data and Network administration data. For tracking and Action reporting, Affluencer, the Advertiser and Publishers may act as independent controllers, joint controllers, processors or subprocessors depending on the integration and arrangements.

12.3. The Advertiser must provide End Users with lawful information about data processing, affiliate tracking, cookies, pixels, postbacks, attribution, reporting, settlement and fraud prevention purposes.

12.4. The Advertiser must obtain valid consent for storing information on or accessing information from an End User's device where consent is required by Data Protection Laws, including ePrivacy rules or the Polish Electronic Communications Law.

12.5. The Advertiser must maintain records of consents and privacy notices sufficient to demonstrate compliance and provide them to Affluencer within 14 days after request.

12.6. The Advertiser must not send personal data to Conversand that is not necessary for the Program unless Affluencer expressly accepts it. In particular, the Advertiser should not send payment card data, full address data, special category data or unencrypted identifiers unless needed for the Program.

12.7. If Affluencer processes personal data on behalf of the Advertiser, the parties will enter into, or will be deemed to have entered into, data processing terms compliant with Article 28 GDPR, covering instructions, confidentiality, security, subprocessors, assistance with data subject rights, data breaches, audits and deletion or return of data.

12.8. If the parties act as joint controllers, the parties will agree the essence of their joint arrangement, in particular responsibilities for notices, consents, data subject rights, security and contact point.

12.9. The Advertiser must notify Affluencer without undue delay, and no later than 24 hours after discovery, of any personal data breach, security incident or event that may affect data processed in Conversand.

12.10. Transfers of personal data outside the EEA, United Kingdom or Switzerland must comply with Data Protection Laws, including through adequacy decisions, Standard Contractual Clauses or other appropriate safeguards.

13. Intellectual property and platform data

13.1. Affluencer retains all rights to the Interface, Conversand Network, code, databases, reports, anti-fraud models, know-how, trademarks and documentation.

13.2. The Advertiser must not copy, scrape, resell, sublicense, reverse engineer, benchmark or use the Interface or Conversand data to build a competing product.

13.3. The Advertiser may use Conversand reports only for Programs, settlements, internal analytics and compliance checks. The Advertiser must not identify Publishers, subnetworks or End Users beyond what is permitted by this Agreement, the Interface and law.

13.4. Affluencer may use the Advertiser's name, logo and general information in the dashboard, Publisher communications, customer lists and sales materials unless the Advertiser objects in writing.

14. Confidentiality

14.1. The parties will protect Confidential Information and use it only to perform this Agreement.

14.2. Confidential Information includes non-public technical, business, financial, pricing, legal, marketing, Program, Publisher, rate, performance, fraud, security and know-how information.

14.3. Confidentiality obligations do not apply to information that is public through no breach, independently developed, lawfully received without confidentiality obligations or disclosed as required by law.

14.4. Confidentiality obligations continue for 5 years after termination. Trade secrets remain protected for as long as they remain trade secrets.

15. Sanctions, AML and anti-bribery

15.1. The Advertiser represents that neither it nor its beneficial owners, directors or controlled entities are subject to sanctions or located in a jurisdiction where cooperation would be prohibited.

15.2. The Advertiser must not use Conversand for money laundering, terrorist financing, corruption, sanctions circumvention, tax fraud or other unlawful activity.

15.3. Affluencer may refuse cooperation, suspend a Program, block payments or terminate this Agreement where required by law or by Affluencer's risk policies.

16. Notice-and-action and moderation

16.1. The Advertiser may report illegal content, rights infringements, fraud, Program breaches, privacy violations or security issues to mail@conversand.com or through the channel indicated in the Interface.

16.2. A notice should include reasons, location of the content or activity, evidence, the notifier's contact details and a statement that the notice is made in good faith.

16.3. Affluencer may remove or disable content, links, Programs or accounts; warn users; withhold payments; request information; suspend Programs; or take other proportionate measures.

16.4. Where required by law, Affluencer will provide reasons for moderation decisions unless doing so would compromise law, security, confidentiality, fraud prevention or an investigation.

16.5. The Advertiser may submit a complaint concerning a moderation decision within 6 months after receiving it, unless the Interface provides a longer period.

17. Warranties and indemnity

17.1. Each party represents that it has the right to enter into this Agreement and perform its obligations.

17.2. The Advertiser represents and warrants that:

- data provided to Affluencer is true, complete and current;
- the Program, products, services, websites and apps comply with law;
- Advertiser Materials are lawful, accurate and not misleading;
- all advertising claims are substantiated;
- it holds required rights, licences, consents and authorisations;
- it will implement tracking and privacy obligations in compliance with law;
- it will pay due Publisher Commissions and Conversand Fees.

17.3. The Advertiser will indemnify and hold harmless Affluencer, its partners, directors, employees, contractors and Publishers from liability and will cover damages, fines, penalties, costs, expenses and reasonable legal costs arising from the Program, products, services, Advertiser Materials, legal breach, data breach, missing consents, third-party rights infringement, consumer disputes, chargebacks, taxes, sanctions, non-payment or the Advertiser's breach of this Agreement.

18. Limitation of Affluencer liability

18.1. Nothing in this Agreement excludes or limits liability that cannot be excluded or limited by law.

18.2. Affluencer is not liable for loss of profits, revenue, goodwill, data, business opportunity, indirect loss, consequential loss, special loss, pure economic loss or losses arising from Publishers, End Users, third-party platforms, payment providers, browsers, ad blockers, Advertiser-side errors or force majeure.

18.3. Affluencer's total aggregate liability under this Agreement is limited to Conversand Fees actually paid by the Advertiser during the 12 months preceding the event giving rise to liability.

18.4. Affluencer does not guarantee the number of Publishers, clicks, Actions, sales, conversions, revenue level or effectiveness of a Program.

19. Suspension and termination

19.1. This Agreement applies from the date the Advertiser is accepted, an account is created, an order form is signed or a Program is launched, whichever occurs first.

19.2. Either party may terminate this Agreement on 30 days' notice unless an order form states otherwise.

19.3. Affluencer may immediately suspend a Program or terminate this Agreement if:

- the Advertiser breaches this Agreement or Program Terms;
- the Advertiser is late with payment;
- the Program creates legal, reputational, security or fraud risk;
- the Advertiser fails KYC, sanctions or compliance verification;
- Advertiser Materials are unlawful, inaccurate or misleading;
- continued cooperation may expose Affluencer, Publishers or End Users to harm;
- required by law, authority, third-party platform or upstream advertiser.

19.4. During suspension, Affluencer may block the Program, links, tracking, Interface access and publication of Advertiser Materials.

20. Consequences of termination

20.1. After termination, the Advertiser must stop using the Interface, Tracking Code and Conversand data unless further use is necessary for settlement or required by law.

20.2. Termination does not affect the obligation to pay amounts due for the period before termination, including Approved Actions, Conversand Fees, costs, interest and adjustment amounts.

20.3. Affluencer may retain data and documents after termination as required for legal, tax, accounting, settlement, evidence, security and fraud prevention purposes.

20.4. Provisions on payments, confidentiality, data, intellectual property, indemnity, limitation of liability, audit and governing law survive termination.

21. Complaints, contact and notices

21.1. Notices to the Advertiser may be sent by email, through the Interface or to account contact details.

21.2. Notices to Affluencer must be sent to mail@conversand.com unless the Interface indicates another contact point.

21.3. Complaints concerning Conversand services may be sent to mail@conversand.com. A complaint should include Advertiser details, description of the matter, Program, dates, evidence and expected resolution.

21.4. Affluencer will respond to a complaint within 30 days unless the matter is complex, requires data from a Publisher or third party, or law permits a longer period. In such case Affluencer will inform the Advertiser of the status.

22. Changes to this Agreement

22.1. Affluencer may amend this Agreement for legal, security, technical, operational or business reasons.

22.2. Material changes will be notified at least 14 days in advance, unless immediate change is required by law, security, fraud prevention, third-party requirements or urgent operational need.

22.3. Continued use of Conversand after changes take effect means acceptance of the changes. If the Advertiser does not accept the changes, it may terminate this Agreement before they take effect.

23. Final provisions

23.1. The Advertiser may not assign rights or obligations under this Agreement without Affluencer's prior written consent.

23.2. Affluencer may transfer this Agreement to an affiliate, successor, purchaser of business or as part of a reorganisation.

23.3. The parties are independent businesses. This Agreement does not create a partnership, joint venture, franchise, employment relationship or agency.

23.4. If any provision is invalid or ineffective, the remaining provisions remain effective and the invalid provision will be replaced by a valid provision closest to the original economic and legal purpose.

23.5. This Agreement constitutes the entire agreement between the parties concerning the Advertiser's use of Conversand and supersedes prior arrangements in that respect.

23.6. This Agreement is governed by Polish law, excluding conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods.

23.7. Disputes will be resolved by the Polish common court having jurisdiction over Affluencer's registered office, unless mandatory law requires another forum.

23.8. If this Agreement is made in several language versions, the English version prevails in international relations unless the parties expressly agree that the Polish version prevails.