



CONVERSAND GENERAL AFFILIATE AGREEMENT FOR PUBLISHERS

This General Affiliate Agreement for Publishers (the "Agreement") governs access to and use of the Conversand affiliate network and interface by publishers. 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").

By submitting an application, creating an account, accessing the Interface, joining an Advertiser Program, using an Affiliate Link, or otherwise using Conversand, the Publisher accepts this Agreement.

1. Scope and B2B status

1.1. Conversand is an affiliate network that connects advertisers with publishers and provides technology for campaign access, tracking, reporting, validation and settlement of performance-based advertising.

1.2. This Agreement applies to Publishers only. Advertisers are subject to separate advertiser terms or service orders.

1.3. Unless Affluencer expressly accepts a Publisher under separate non-business terms, the Publisher represents that it uses Conversand for business or professional purposes and not as a consumer. If mandatory law grants the Publisher consumer-like protections that cannot be excluded, those rights remain unaffected.

1.4. A natural person using Conversand must be at least 18 years old and have full legal capacity. A person acting for a company or other entity represents that they are authorised to bind that entity.

1.5. This Agreement includes the Program Terms, the Privacy Policy, notices published in the Interface, and any additional terms accepted by the Publisher for specific functionality. If there is a conflict, the following order applies: mandatory law, a signed written 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. "Advertiser" means an entity whose products, services, websites, apps or offers are promoted through Conversand.

2.3. "Advertiser Materials" means text, links, feeds, banners, graphics, videos, trademarks, landing page references, product data or other advertising assets made available for an Advertiser Program.

2.4. "Advertiser Program" or "Program" means a performance marketing campaign or affiliate program made available through Conversand.

2.5. "Affiliate Link" means a link, tracking URL, postback, code, tag or other technical identifier provided or approved by Conversand for a Program.

2.6. "Approved Action" means an Action that has been tracked by Conversand and approved in accordance with this Agreement and the applicable Program Terms.

2.7. "Commission" means remuneration payable to the Publisher for an Approved Action.

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

2.9. "End User" means a person who interacts with Publisher content, clicks an Affiliate Link, visits an Advertiser property or performs an Action.

2.10. "Interface" means Conversand's online platform, dashboard, API, reporting tools and related software.

2.11. "Program Terms" means campaign-specific rules, rates, permitted and prohibited traffic sources, validation rules, territories, tracking periods, creative rules and other requirements set by Conversand or an Advertiser.

2.12. "Promotional Space" means a website, app, social media profile, channel, newsletter, ad inventory, software integration or other source of traffic used by the Publisher.

2.13. "Publisher" means the person or entity accepted by Affluencer to participate in Conversand.

2.14. "Subnetwork" means a Publisher that uses further publishers, affiliates, creators, partners or other traffic providers to promote Advertiser Programs.

2.15. "Subpublisher" means any person or entity that provides traffic to Conversand through a Subnetwork or through the Publisher.

2.16. "Tracking Period" means the period during which an Action may be attributed to a Publisher, as specified in Program Terms or in the Interface.

2.17. "Validation Period" means the period during which Conversand or the Advertiser may approve, reject, adjust or reverse an Action.

3. Electronic services and technical requirements

3.1. Affluencer provides electronic services consisting primarily of:

- account registration and account management;
- access to the Interface;
- access to information about Advertiser Programs;
- generation and management of Affiliate Links;
- tracking, reporting and statistics;
- communication concerning Programs;
- settlement support and payout processing;

- complaint and support handling.

3.2. The technical requirements for using Conversand are: Internet access, an active email account, a current web browser supporting cookies, JavaScript and TLS encryption, and any additional API, postback, SDK or tag requirements communicated in the Interface.

3.3. The Publisher must not provide unlawful content through Conversand, interfere with the Interface, bypass security, overload systems, introduce malware or use Conversand in a way that disrupts services for others.

3.4. Affluencer may modify, suspend or discontinue any part of the Interface for operational, security, legal or business reasons. Where reasonably possible, material changes will be notified through the Interface or by email.

3.5. Affluencer may perform maintenance and may temporarily limit availability of the Interface. Conversand is provided on an "as is" and "as available" basis to the fullest extent permitted by law.

4. Registration, account and due diligence

4.1. Registration is free unless the Interface or a separate written agreement states otherwise. Affluencer may accept or reject an application at its discretion.

4.2. The Publisher must provide complete, accurate and current information, including legal name, business name, address, tax details, payment details, traffic sources and any other information reasonably requested by Affluencer.

4.3. The Publisher must keep account data up to date. Changes to tax residence, VAT status, ownership, control, payment details, traffic sources or legal status must be updated without undue delay.

4.4. The Publisher may maintain only one account unless Affluencer approves otherwise in writing.

4.5. The Publisher is responsible for all activity under its account and for maintaining the confidentiality of credentials. The Publisher must promptly notify Affluencer of suspected unauthorized access.

4.6. Affluencer may request documents or information for identity verification, tax, payment, anti-fraud, sanctions, anti-money laundering, compliance or security purposes. Affluencer may suspend access or payments until the request is satisfied.

5. Participation in Advertiser Programs

5.1. The Publisher may apply to participate in Advertiser Programs. Participation may require approval by Affluencer or the Advertiser.

5.2. Joining or continuing to promote a Program means acceptance of the applicable Program Terms.

5.3. Program Terms may specify, among other things, rates, countries, devices, traffic channels, allowed creatives, prohibited keywords, brand bidding rules, coupon rules, cashback rules, validation criteria, tracking periods, caps and special compliance requirements.

5.4. Program Terms may be changed, suspended or terminated. Affluencer will use reasonable efforts to give advance notice of material adverse changes, but urgent legal, security, fraud, advertiser or technical changes may take effect immediately.

5.5. Information about territories, verticals, products or allowed channels is commercial guidance only and is not legal advice. The Publisher remains responsible for checking whether its promotional activity is lawful in each jurisdiction where it targets or reaches End Users.

5.6. Participation in Conversand does not create a contract between the Publisher and an Advertiser. The Publisher must not bypass Conversand or solicit direct performance marketing arrangements with Advertisers introduced through Conversand without Affluencer's prior written consent.

6. Publisher compliance obligations

6.1. The Publisher is solely responsible for its Promotional Spaces, content, advertising activity, traffic sources, staff, contractors, Subpublishers and End User communications.

6.2. The Publisher must comply with all applicable laws, regulations, platform rules, industry standards and Program Terms, including rules on:

- advertising and unfair commercial practices;
- influencer and affiliate disclosures;
- consumer protection;
- intellectual property and image rights;
- data protection, cookies and electronic marketing;
- spam, email, SMS, push notifications and telemarketing;
- regulated products, including financial services, gambling, alcohol, tobacco, medicines, supplements, health claims, crypto-assets and adult content;
- sanctions, export controls, anti-bribery and anti-corruption.

6.3. The Publisher must ensure that every paid, sponsored, affiliate, incentivised or otherwise commercial communication is clearly and conspicuously disclosed to End Users in accordance with applicable law and platform rules. For Polish audiences this includes UOKiK guidance on advertising disclosures. For U.S. audiences this includes FTC endorsement and affiliate disclosure guidance.

6.4. The Publisher must hold and maintain all consents, permissions, licences and rights necessary for its Promotional Spaces, traffic sources and marketing communications.

6.5. The Publisher must not make false, misleading, unsubstantiated or deceptive claims about an Advertiser, product, price, availability, discount, health effect, financial result, earning opportunity or any other material matter.

7. Prohibited practices and traffic quality

7.1. The Publisher must not generate, attempt to generate or assist in generating invalid, artificial, fraudulent or low-quality traffic, Actions or Commissions.

7.2. Prohibited practices include, unless expressly permitted in the Program Terms and lawful:

- bots, scripts, automated clicks, click farms, fake accounts or non-human traffic;
- cookie stuffing, cookie dropping, click spamming, forced clicks, invisible ads, hidden iframes or automatic redirects;
- misleading buttons, fake system warnings, deceptive downloads or dark patterns;
- incentivised traffic, rewards, sweepstakes, cashback or loyalty traffic;
- use of VPNs, proxies, emulators, device farms or geo-spoofing to manipulate eligibility;
- duplicate, fake, stolen, inaccurate or unauthorised End User data;
- self-referrals, purchases for the Publisher's own benefit, test transactions not approved by Affluencer, or collusion;
- brand bidding, trademark bidding, typosquatting, domain spoofing or confusingly similar domains;
- unauthorised coupon codes, fake discounts or misleading price comparisons;
- spam, unsolicited commercial information, email/SMS/push campaigns without valid consent, or purchased recipient lists;
- adware, malware, toolbars, browser extensions or software that injects, overwrites or intercepts tracking;
- scraping, copying, reverse engineering or unauthorised use of the Interface or data;
- black-hat SEO, cloaking, misleading metadata or impersonation;
- deepfakes, synthetic endorsements or fabricated reviews that mislead End Users;
- promotion on illegal, infringing, hateful, discriminatory, violent, pornographic, exploitative or otherwise harmful content.

7.3. Affluencer may audit traffic quality and request source data, screenshots, ad account data, consent records, server logs, placement URLs or other evidence. The Publisher must provide requested information within 7 days, or sooner in urgent cases.

7.4. Affluencer may reject Actions, reverse Commissions, suspend Programs, block Affiliate Links, withhold payments, impose negative balances, terminate the account or notify Advertisers or authorities where it reasonably suspects breach, fraud, illegal conduct or risk to the Network.

8. Subnetworks and Subpublishers

8.1. The Publisher may act as a Subnetwork only with Affluencer's prior approval.

8.2. A Subnetwork must identify Subpublishers and traffic sources upon request, maintain accurate records, flow down obligations at least equivalent to this Agreement, and ensure Subpublisher compliance.

8.3. The Publisher remains fully liable for all acts and omissions of Subpublishers and other traffic providers.

8.4. Affluencer may require Subpublisher IDs, placement-level reporting, consent records, exclusion lists or direct removal of any Subpublisher.

9. Tracking, attribution and validation

9.1. Conversand tracking records are the primary basis for determining Actions, attribution and Commissions.

9.2. Unless Program Terms state otherwise, attribution is based on the tracking and attribution logic configured in the Interface, which may include last click, tracking hierarchy, de-duplication, cookie hierarchy, postback validation or other rules.

9.3. Affluencer does not guarantee that tracking will be uninterrupted, error-free or immune from browser, device, platform, consent, ad blocker, advertiser integration or network limitations.

9.4. Actions may be rejected or reversed for reasons including returns, cancellations, chargebacks, duplicate orders, invalid leads, fraud, breach of Program Terms, missing consent, advertiser non-payment, tracking manipulation, non-qualifying territory, cap exceedance or other validation criteria.

9.5. The Publisher must report suspected tracking errors or underpayments without undue delay. Claims concerning untracked or underpaid Actions must be submitted through the Interface or by email within 60 days after the relevant event, unless the Interface specifies another period. The claim must include evidence reasonably required by Affluencer.

9.6. Affluencer will review claims in good faith, may consult the Advertiser, and may request additional information. The final determination of Affluencer or the Advertiser, acting reasonably and based on available evidence, is binding for settlement purposes.

10. Commissions, invoicing and payments

10.1. The Publisher earns Commissions only for Approved Actions generated in compliance with this Agreement and Program Terms.

10.2. Commissions are payable only after Affluencer receives corresponding cleared funds from the Advertiser, unless Affluencer expressly agrees otherwise in writing.

10.3. Payment is subject to:

- minimum payout thresholds;
- complete and accurate payment, tax and identity information;
- completion of compliance, sanctions, fraud and quality checks;
- absence of unresolved disputes, chargebacks, negative balances or payment holds;
- any additional payment method requirements shown in the Interface.

10.4. The Publisher is responsible for all taxes, social security contributions, reporting obligations, invoices and registrations applicable to its income. Affluencer may deduct or withhold taxes where required by law.

10.5. If self-billing, recipient-created tax invoices, electronic invoicing or platform-generated statements are used, the Publisher authorises Affluencer to issue such documents to the extent permitted by applicable law and must promptly notify Affluencer of any incorrect tax data.

10.6. Payments will be made to the payment account specified by the Publisher. Affluencer is not liable for loss caused by incorrect payment details supplied by the Publisher.

10.7. Currency conversion costs, bank fees, payment provider fees and intermediary charges may be deducted from amounts payable to the Publisher unless mandatory law provides otherwise.

10.8. Amounts paid in error, paid before validation reversal, or paid in connection with breach must be repaid within 7 days after request. Affluencer may set off such amounts against current or future payments.

10.9. Affluencer may withhold payment while it investigates suspected breach, fraud, invalid traffic, sanctions risk, legal risk, advertiser dispute or payment irregularity.

10.10. If an account is inactive for 12 months, Affluencer may suspend it and request re-verification. If the Publisher does not respond within 30 days after notice, Affluencer may close the account. Outstanding balances below the payout threshold may be forfeited to the extent permitted by law after deduction of administrative and payment costs.

11. Advertiser Materials and intellectual property

11.1. During approved participation in a Program, Affluencer grants the Publisher a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to use Advertiser Materials solely to promote that Program in accordance with this Agreement and Program Terms.

11.2. The Publisher must not modify Advertiser Materials unless Program Terms or Affluencer expressly permit it. The Publisher must promptly remove or update Advertiser Materials on request.

11.3. Affluencer, Advertisers and their licensors retain all rights to the Interface, Network, tracking technology, data structures, databases, software, trademarks and Advertiser Materials.

11.4. The Publisher grants Affluencer a non-exclusive licence to use the Publisher's name, logo, account data, traffic source data and performance data to operate Conversand, report to Advertisers, prevent fraud, provide support, perform audits and enforce this Agreement.

11.5. The Publisher must not reverse engineer, copy, scrape, resell, sublicense, benchmark, build competing services from, or create derivative works of the Interface or Network data.

12. Data protection and cookies

12.1. Each party must comply with Data Protection Laws.

12.2. The parties acknowledge that their roles may differ by processing activity. Affluencer may act as an independent controller for Publisher account data, payment data, fraud prevention and Network administration. Depending on the integration, Affluencer, Advertisers and Publishers may act as independent controllers, joint controllers, processors or subprocessors for End User tracking and conversion data.

12.3. The Publisher must provide End Users with a clear privacy notice explaining affiliate tracking, the use of cookies or similar technologies, the identity or category of affiliate network providers, and the purposes of attribution, reporting, fraud prevention and settlement.

12.4. Before any non-essential cookies, pixels, device identifiers, local storage, fingerprinting or similar tracking technologies are placed on or read from an End User's device through the Publisher's Promotional Space, the Publisher must obtain valid consent where required by law.

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

12.6. The Publisher must not send personal data to Affluencer unless it is necessary for the Program, disclosed in Program Terms, requested by Affluencer, or otherwise approved in writing.

12.7. If the Publisher processes personal data on behalf of Affluencer, the Publisher will:

- process personal data only on documented instructions;
- ensure confidentiality of authorised personnel;
- implement appropriate technical and organisational security measures;
- assist Affluencer with data subject requests, security, impact assessments and regulatory communications;
- notify Affluencer without undue delay, and no later than 24 hours where feasible, after becoming aware of a personal data breach affecting Network data;
- engage subprocessors only under written terms providing equivalent protection;
- delete or return personal data after the relevant processing ends unless law requires retention;
- allow reasonable audits or provide compliance evidence.

12.8. International transfers of personal data must comply with Data Protection Laws, including use of adequacy decisions, Standard Contractual Clauses, UK transfer mechanisms or other valid safeguards where required.

12.9. The Publisher must not use Conversand reports to create End User profiles unrelated to Program performance, re-identify End Users, sell End User data, or combine Network data with other data except as expressly permitted by Program Terms and Data Protection Laws.

13. Confidentiality

13.1. Each party must keep Confidential Information confidential and use it only for the purposes of this Agreement.

13.2. Confidential Information includes non-public business, technical, financial, pricing, Program, traffic, advertiser, publisher, platform, security, fraud detection and performance information.

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

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

14. Compliance with sanctions, anti-bribery and high-risk activity

14.1. The Publisher represents that neither it nor its beneficial owners, directors or controlled Subpublishers are subject to sanctions or located in a jurisdiction where cooperation would be prohibited by applicable sanctions.

14.2. The Publisher must not use Conversand for bribery, corruption, money laundering, terrorist financing, tax evasion, sanctions circumvention or other unlawful activity.

14.3. Affluencer may refuse, suspend or terminate cooperation, block payments or request additional due diligence where required by law or by Affluencer's risk policies.

15. Notice-and-action, moderation and DSA-readiness

15.1. The Publisher may report illegal content, unlawful activity, IP infringement, privacy violations, fraud, security incidents or other Network abuse by emailing mail@conversand.com or by using any reporting channel made available in the Interface.

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

15.3. Affluencer may review notices and may remove or disable content, links, Programs or accounts; suspend payments; request information; warn the Publisher; terminate this Agreement; or take other proportionate measures.

15.4. When Affluencer restricts access or takes moderation action based on alleged illegality or breach, it will provide a statement of reasons where required by law and where doing so would not compromise security, fraud prevention, legal obligations or investigations.

15.5. The Publisher may submit a complaint concerning a moderation decision within 6 months after receiving the decision, unless the Interface states a longer period. Affluencer will handle complaints in good faith and within a reasonable time.

15.6. Affluencer may use automated tools to detect fraud, malware, invalid traffic, sanctions risk, prohibited content or policy violations, but material enforcement decisions may be reviewed by authorised personnel where required by law.

16. Warranties and indemnity

16.1. Each party warrants that it has authority to enter into this Agreement and will comply with applicable law.

16.2. The Publisher warrants that:

- its information is complete, accurate and current;
- it owns or has rights to its Promotional Spaces and content;
- its promotional activity complies with law, Program Terms and platform rules;
- it will not infringe third-party rights;
- it will obtain required consents and provide required disclosures;
- it will not generate invalid traffic or fraudulent Actions;
- it will not expose Affluencer or Advertisers to claims caused by the Publisher's conduct.

16.3. The Publisher will indemnify and hold harmless Affluencer, its affiliates, directors, employees, contractors and Advertisers from claims, losses, damages, fines, penalties, costs and expenses arising from the Publisher's breach, unlawful activity, Promotional Spaces, traffic sources, End User communications, data protection breach, tax breach, Subpublishers, or misuse of Advertiser Materials or the Interface.

17. Limitation of liability

17.1. Nothing in this Agreement excludes or limits liability that cannot be excluded or limited under applicable law, including liability for intentional misconduct where such exclusion is prohibited.

17.2. Affluencer is not liable for loss of profits, revenue, goodwill, anticipated savings, data, contracts, business opportunity, indirect loss, consequential loss or loss arising from Advertisers, third-party platforms, payment providers, tracking limitations, browser restrictions, ad blockers or force majeure.

17.3. To the fullest extent permitted by law, Affluencer's total aggregate liability under or in connection with this Agreement is limited to the Network fees actually received by Affluencer in connection with Commissions paid to the Publisher during the 12 months preceding the event giving rise to liability.

17.4. Affluencer does not warrant that Advertiser Materials are legal, accurate or suitable for any jurisdiction. The Publisher must conduct its own compliance review before publication.

18. Suspension and termination

18.1. This Agreement starts when Affluencer accepts the Publisher or the Publisher first accesses the Interface, whichever occurs first, and continues until terminated.

18.2. Either party may terminate this Agreement for convenience on 30 days' notice. The Publisher may request account closure through the Interface or by email.

18.3. Affluencer may suspend or terminate immediately if:

- the Publisher breaches this Agreement or Program Terms;
- Affluencer reasonably suspects fraud, invalid traffic, unlawful conduct or security risk;
- the Publisher fails due diligence or sanctions screening;
- the Publisher provides inaccurate information;
- an Advertiser requests removal for legitimate reasons;
- continued cooperation may expose Affluencer, Advertisers or End Users to legal, financial, security or reputational risk;
- the account is inactive as described in this Agreement.

18.4. During suspension, Affluencer may disable access, deactivate Affiliate Links, stop tracking, withhold payments and require removal of Advertiser Materials.

19. Consequences of termination

19.1. Upon termination, the Publisher must stop using Affiliate Links, stop promoting Programs, remove Advertiser Materials and cease using the Interface.

19.2. Termination does not affect accrued rights, payment reversals, audit rights, confidentiality, data protection, indemnities, limitations of liability or any provisions intended to survive.

19.3. If Affluencer terminates for breach, fraud, invalid traffic, sanctions or unlawful conduct, unpaid Commissions related to the breach or under investigation may be forfeited, reversed or withheld to the extent permitted by law.

19.4. Affluencer may retain records after termination as required for legal, tax, accounting, fraud prevention, dispute and compliance purposes.

20. Notices, complaints and support

20.1. Notices to the Publisher may be sent by email, displayed in the Interface or sent to the account contact details.

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

20.3. Service complaints may be submitted to mail@conversand.com. A complaint should include the Publisher's account details, description of the issue, relevant Program, dates, evidence and requested resolution.

20.4. Affluencer will acknowledge complaints where feasible and will respond within 30 days, unless the matter is complex or depends on an Advertiser or third party. In such case Affluencer will use reasonable efforts to keep the Publisher informed.

21. Changes to this Agreement

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

21.2. Material amendments will be notified at least 14 days before taking effect, unless immediate change is required by law, security, fraud prevention, third-party requirement or urgent operational need.

21.3. Continued use of Conversand after the effective date means acceptance of the amended Agreement. If the Publisher does not accept the amendment, it may terminate this Agreement before the amendment takes effect.

22. Miscellaneous

22.1. The Publisher may not assign, transfer or subcontract this Agreement without Affluencer's prior written consent, except as expressly permitted for approved Subnetworks.

22.2. Affluencer may assign or transfer this Agreement to an affiliate, successor, purchaser of business or assets, or as part of restructuring.

22.3. The parties are independent contractors. This Agreement does not create employment, agency, partnership, franchise or joint venture.

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

22.5. This Agreement constitutes the entire agreement between the parties concerning Publisher participation in Conversand and supersedes prior terms concerning the same subject.

22.6. 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.

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

22.8. The English version controls unless Affluencer publishes a local language version and expressly states that such version controls.