



Affiliate Terms and Conditions

Amundro Global SRL, Silviu Moldovan 7, 310165 Arad, Romania ("Amundro") operates a Performance Marketing Network, offering an Affiliate Program with whose help Amundro's Affiliates (Affiliates) – selected operators of websites or mobile applications, can get access to and promote online the products of Amundro's Clients (Clients)

This Affiliate Program Operating Agreement (the "Agreement") is made and entered into by and between Amundro ("Amundro" or "we"), and you, ("you" or "Affiliate") the party submitting an application to become an Amundro affiliate. The terms and conditions contained in this Agreement apply to Affiliate's participation with <https://amundro.affise.com/> ("Affiliate Program").

Each Affiliate Program offer (an "Offer") may be for any offering by Amundro or a third party (each such third party a "Client") and may link to a specific web site for that particular Offer ("Program Web Site"). Furthermore, each Offer may have additional terms and conditions on pages within the Affiliate Program and are incorporated as part of this Agreement.

By submitting an application or participating in an Offer, Affiliate expressly consents to all the terms and conditions of this Agreement and the individual accepting this Agreement represents that he or she has the authority to bind the Affiliate to the terms of this Agreement.

I. Enrollment in the Affiliate Program

You must submit an Affiliate Program application from our website. You must accurately complete the application to become an affiliate (and provide us with future updates) and not use any aliases or other means to mask your true identity or contact information.

After we review your application, we will notify you of your acceptance or rejection to the Affiliate Program, generally within two (2) business days. We may accept or reject your application at our sole discretion for any reason.

Personal access data (such as passwords) must not be passed to third parties and must be kept secure from third party access. Insofar as there are reasons to suspect that unauthorized persons have gained knowledge of access data the Affiliate shall inform Amundro of this immediately by email and shall change its access data immediately. The Affiliate is generally liable for all activities carried out under use of its access data if it responsible for misuse of its access data.

II. Obligations of the Parties

Subject to our acceptance of you as an affiliate and your continued compliance with the terms and conditions of this Agreement, Amundro agrees as follows:

1. We will make available to you via the Affiliate Program graphic and textual links to the Program Web Site and/or other creative materials (collectively, the "Links") which you may display on web sites owned or controlled by you, in emails sent by you and clearly identified as coming from you and in online advertisements (collectively, "Media"). The Links will serve to identify you as a member of our Affiliate Program and will establish a link from your Media to the Program Web Site.



2. Amundro is not obliged to make Links available or to check or monitor the Links made available by the Clients or the advertising activity of the Clients overall for its legal permissibility or the accuracy of content. These duties are the sole responsibility of the Affiliate.

3. Upon receipt of any Offer updates from Amundro (e.g. creatives update, payout change, restrictions change, status change, cap change, etc.), Affiliate shall apply the requested change promptly, no later than one (1) business day after receiving such update. Failure to comply with the requested change may result in forfeit of Affiliate's commissions.

4. We will pay Affiliate for each Qualified Action (the "Commission"). A "Qualified Action" means an individual person who (i) accesses the Program Web Site via the Link, where the Link is the last link to the Program Web Site, (ii) is not a computer-generated user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual, real live person, (iii) is not using pre-populated fields (iv) completes all of the information required for such action within the time period allowed by Amundro and (v) is not later determined by Amundro to be fraudulent, incomplete, unqualified or a duplicate.

5. We will pay you any Commissions earned monthly, provided that your account is currently greater than \$/€100. Accounts with a balance of less than \$/€100 will roll over to the next month and will continue to roll over monthly until \$/€100 is reached.

6. Payment for Commissions is dependent upon Clients providing such funds to Amundro, and therefore, you agree that Amundro shall only be liable to you for Commissions to the extent that Amundro has received such funds from the Clients. You hereby release Amundro from any claim for Commissions if Amundro has not received such funds from the Clients.

7. Affiliate shall send an invoice to Amundro every month. All tracking of Links and determinations of Qualified Actions and Commissions shall be made by Amundro in its sole discretion. In the event that Affiliate disputes in good faith any portion of an invoice, Affiliate must submit that dispute to Amundro in writing and in sufficient detail within thirty (30) days of the date on the invoice. If the Affiliate does not dispute the invoice as set forth herein, then Affiliate agrees that it irrevocably waives any claims based upon that invoice. In the event that Affiliate is also tracking Qualified Actions and Affiliate claims a discrepancy, Affiliate must provide Amundro with Affiliate's reports within three (3) days after 30th day of the calendar month, and if Amundro's and Affiliate's reported statistics vary by more than 10% and Amundro reasonably determines that Affiliate has used generally accepted industry methods to track Qualified Actions, then Amundro and Affiliate agree to make a good faith effort to arrive at a reconciliation. If the parties are unable to arrive at a reconciliation, then Amundro's numbers shall govern.

8. We reserve the right to chargeback to your account any previously paid Qualified Actions that are later determined to have not met the requirements to be a Qualified Action.

9. Amundro reserves the right to deduct, set off, claw back or charge back ("Charge Back") any amount payable or that was actually paid to Affiliate from Affiliate's Account, if applicable. If Affiliate's Account balance is not sufficient to cover the amount of the Charge Back, then Affiliate is obliged to transfer the amount of the Charge Back to Amundro no later than seven (7) days following Amundro's demand. Amundro may demand Charge back: (i) accordance with Article II.6 and II.8 above; (ii) if Amundro is required to refund third parties in connection with the Links. The Charge Back right will also apply to outstanding balances due to Amundro under any other agreement between the parties.

10. If Affiliate has an outstanding balance due to Amundro under this Agreement or any other agreement between the Affiliate and Amundro, whether or not related to the Affiliate Program, Affiliate agrees that Amundro may offset any such amounts due to Amundro from amounts payable to Affiliate under this Agreement.



Affiliate also agrees to:

1. Have sole responsibility for the development, operation, and maintenance of, and all content on or linked to, your Media.
2. Ensure that all materials posted on your Media or otherwise used in connection with the Affiliate Program (i) are not illegal, (ii) do not infringe upon the intellectual property or personal rights of any third party and (iii) do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age), promotes illegal activities (such as gambling), contains profanity or otherwise contains materials that Amundro informs you that it considers objectionable (collectively, "Objectionable Content").
3. Not make any representations, warranties or other statements concerning Amundro or Client or any of their respective products or services, except as expressly authorized herein.
4. Make sure that your Media does not copy or resemble the look and feel of the Program Web Site or create the impression that your Media is endorsed by Amundro or Clients or a part of the Program Web Site, without prior written permission from us.
5. Comply with all (i) obligations, requirements and restrictions under this agreement and (ii) laws, rules and regulations as they relate to your business, your Media or your use of the Links.
6. Comply with the terms, conditions, guidelines and policies of any third-party services used by Affiliate in connection with the Affiliate Program, including but not limited to, email providers, social networking services and ad network.
7. Always prominently post and make available to end-users, including prior to the collection of any personally identifiable information, a privacy policy in compliance with all applicable laws that clearly and thoroughly discloses all information collection, use and sharing practices, including providing for the collection of such personally identifiable information in connection with the Affiliate Program and the provision of such personally identifiable information to Amundro and Clients for use as intended by Amundro and Clients.
8. Always prominently post and make available to end-users any terms and conditions in connection with the Offer set forth by Amundro or Client, or as required by applicable laws regarding such Offers.
9. Make sure to not place Amundro ads on any online auction platform (i.e. eBay, Amazon, etc.).

The following additional program-specific terms shall apply to any promotional programs set forth below:

1. Email Campaigns. For all email campaigns, Affiliate must download the "Suppression List" from the Offers section of Amundro. Affiliate shall filter its email list by removing any entries appearing on the Suppression List and will only send emails to the remaining addresses on its email list. If any opt-out requests come directly to Affiliate, Affiliate shall immediately forward them to Amundro at team@amundro.com. Affiliate's emails containing the Links may not include any content other than the Links, except as required by applicable law.

a. Affiliate agrees that failure to download the Suppression List and remove all emails from the database before mailing may result in Commission withholdings, removal or suspension from all or part of the Affiliate Program, possible legal action, and any other rights or remedies available to Amundro pursuant to this Agreement or otherwise. Affiliate further agrees that it will not mail or market to any suppression files generated through the Amundro network, and that doing so may result in Commission withholdings,



removal or suspension from the Affiliate Program, possible legal action and any other rights or remedies available to Amundro pursuant to this Agreement or otherwise.

b. For all E-Mail Campaigns arranged by Affiliate on behalf of Amundro and Client:

- (i) Affiliate will only use E-mail promotional material provided by Amundro,
- (ii) Affiliate is not allowed to modify Amundro's provided material (HTML code, Images, text) in any way,
- (iii) Suggestions or proposals from the Affiliate for any email marketing material different to what Amundro provided can be evaluated but not put in use until specifically authorized by Amundro in written,
- (iv) Affiliate is responsible to implement the correct provided Amundro tracking URL for the specific campaign to the email promotional material; any incorrect implementation issue resulting in traffic not reaching the assigned Client landing/registration page is sole responsibility of the Affiliate.

c. The following content shall apply for e-mail send outs:

- (i) Amundro provides a default subject line for emailing campaigns; however, recommendations or suggestions from the Affiliate would be considered and allowed for use after consultation and written approval from Amundro;
- (ii) Affiliate is expected to use their own name/brand/site/community to send the emails from, and shall not use the name of Amundro or the Client as the sender unless expressly authorized by the Amundro;
- (iii) Mandatory disclaimer: Affiliate must place a disclaimer in the corresponding country language below the email template, which includes information relevant to Affiliate or its source(s) involved in the action.
- (iv) Affiliate must inform Amundro in advance if the company specified in the imprint / legal information in the emails is not the same as Affiliate. This is necessary to enable Client to attribute emails to Affiliate and refer data subjects to the Affiliate as the responsible data controller in cases where data subjects send in error requests or complaints in exercise of their legal rights to Client instead to Affiliate directly.

d. Affiliate has to implement the following minimum and mandatory requirements to be included in the e-mails sent:

- (i) Imprint (legal information) of the company,
- (ii) Link to company privacy policy,
- (iii) Data Protection Officer or other contact capable to process data subject requests and complaints and
- (iv) Opt-out link.

e. Lawfulness of personal data processing. Lawfulness shall mean that persons'/users'/potential panelists' (the "data subjects'") personal data, such as, but not limited to contact information is processed on a valid legal basis pursuant to privacy laws as well as other laws, regulations and professional standards applicable to Affiliate that regulate legal permissibility of promotional and advertising emailing, including, for example, but not limited to consumer protection and competition laws.

Affiliate warrants that, in the course of the performance of the Services under this Agreement, it:

- (i) will not send any unsolicited emails ("spam") to private or commercial recipients;
- (ii) will unmistakably identify in its privacy policy and in all recruitment emails Affiliate as the controller of the personal data, thus, as the sole addressee of any requests and complaints by data subjects receiving emails from Affiliate;



- (iii) has obtained, where required by applicable law, the data subjects' unambiguous consent to the processing of their personal data where required by applicable law,
- (iv) has obtained such consent by means of a double opt-in (DOI) procedure if required by applicable law
- (v) is able to demonstrate the lawfulness of the processing, in particular that it has obtained necessary consents, including by DOI
- (vi) will on Amundro's request within 24 (twenty-four) hours produce evidence for the lawfulness of the personal data processing concerning any given data subject who received a promotional email from Affiliate in cases where a data subject sends a request or complaint to Client instead to Affiliate.

2. Advertising Campaigns. No Links can appear to be associated with or be positioned on chat rooms or bulletin boards unless otherwise agreed by Amundro in writing. Any pop-ups/under used for the Affiliate Program shall be clearly identified as Affiliate served in the title bar of the window and any client-side ad serving software used by Affiliate shall only have been installed on an end-user's computer if the function of the software is clearly disclosed to end-users prior to installation, the installation is pursuant to affirmatively accepted and plain-English end user license agreement and the software be easily removed according to generally accepted methods.

3. Affiliate Network Campaigns. For all Affiliate that maintain their own affiliate networks, Affiliate agrees to place the Links in its affiliate network (the "Network") for access and use by those affiliates in Affiliate's Network(each a "Third Party Affiliate").

Affiliate agrees that it will expressly forbid any Third Party Affiliate to modify the Links in any way. Affiliate agrees to maintain its Network according to the highest industry standards.

Affiliate will not broker the Links within its Network if the respective Offers from Amundro expressly forbid rebrokering. In case an Offer falls into this category, the information will be displayed in the Offer's title and its description.

Affiliate shall not permit any party to be a Third Party Affiliate whose web site or business model involves content containing Objectionable Content. All Third Party Affiliates must be in good standing with Affiliate. Affiliate must require and confirm that all Third Party Affiliates affirmatively accept, through verifiable means, this Agreement prior to obtaining access to the Links. Affiliate shall promptly terminate any Third Party Affiliate who takes or could reasonably be expected to take, any action that violates the terms and conditions of this Agreement. In the event that either party suspects any wrongdoing by a Third Party Affiliate with respect to the Links, Affiliate shall promptly disclose to Amundro the identity and contact information for such Third Party Affiliate.

Affiliate shall promptly remove any Third Party Affiliate from the Affiliate Program and terminate their access to future Offers of Amundro in the Network upon written notice from Amundro. Unless Amundro has been provided with all truthful and complete contact information for a Third Party Affiliate and such Third Party Affiliate has affirmatively accepted this Agreement as recorded by Amundro, Affiliate shall remain liable for all acts or omissions of any Third Party Affiliate.

III. Confidentiality

Except as otherwise provided in this Agreement or with the consent of Amundro, you agree that all confidential information, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or any of our affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for any purpose other than your participation in the



Affiliate Program, except and solely to the extent that any such information is generally known or available to the public through a source other than you. Affiliate shall not use any information obtained from the Affiliate Program to develop, enhance or operate a service that competes with the Affiliate Program, or assist another party to do the same. The Confidentiality obligations herein shall survive any termination or expiration of this Agreement.

IV. Non-Circumvention

For the term of this Agreement and a period of three (3) months after the end of the Agreement, unless Amundro approves it in writing in advance, the Affiliate, including without limitation, other entities which are controlled by Affiliate, explicitly agrees to withhold completely from entering into a business relation with or from approaching Amundro's clients either directly or through third parties concerning services that are the object of this Agreement.

Affiliate is personally responsible to follow this commitment and must not use any means to circumvent its obligation.

V. Limited License & Intellectual Property

We grant you a nonexclusive, nontransferable, revocable right to use the Links and to access our web site through the Links solely in accordance with the terms of this Agreement, for the sole purpose of identifying your Media as a participant in the Affiliate Program and assisting in increasing sales through the Program Web Site.

You may not alter, modify, manipulate or create derivative works of the Links or any Amundro graphics, creative, copy or other materials owned by, or licensed to Amundro, in any way. You are only entitled to use the Links to the extent that you are a member in good standing of the Affiliate Program.

We may revoke your license anytime by giving you written notice. Except as expressly stated herein, nothing in this Agreement is intended to grant you any rights to any of Amundro's trademarks, service marks, copyrights, patents or trade secrets.

You agree that Amundro may use any suggestion, comment or recommendation you choose to provide to Amundro without compensation. All rights not expressly granted in this Agreement are reserved by Amundro.

VI. Termination

This Agreement shall commence on the date of our approval of your Affiliate Program application and shall continue thereafter until terminated as provided herein.

You may terminate your participation in the Affiliate Program at any time by providing written notice to Amundro, removing all Links from your Media, deleting all copies of the Links.

We may terminate your participation in one or more Offers or this Agreement at any time and for any reason which we deem appropriate by providing you with prior notice, blocking your access to the Affiliate Program (available at <https://amundro.affise.com/>) and disabling the Links.



Upon termination of your participation in one or more Offers or this Agreement for any reason, you will immediately cease all use of and delete all Links, plus all Amundro or Client intellectual property, and will cease representing yourself as a Amundro or Client affiliate for such one or more Offers. Amundro will have no obligation to maintain any information stored in its data centers related to Affiliate and Affiliate will have no obligation to maintain any information stored in its data centers related to Amundro. All rights to validly accrued payments, causes of action and any provisions, remedies for breach of this Agreement, which by their terms are intended to survive termination, shall survive any termination.

If the Agreement has been terminated by Amundro due to: (i) Fraudulent Activity of Affiliate; or (ii) a breach of Affiliate's obligations and representations under this agreement which have not been remedied within seven (7) days following a written notice by Amundro (including without limitation, breaches regarding maintaining the quality of traffic provided via the Media); then Amundro shall be entitled to withhold all considerations still due and owing to Affiliate at the date of termination.

VII. Remedies

In addition to any other rights and remedies available to us under this Agreement, Amundro reserves the right to delete any actions submitted through your Links and withhold and freeze any unpaid Commissions or chargeback paid Commissions to your account if

- (i) Amundro determines that you have violated this Agreement
- (ii) Amundro receives any complaints about your participation in the Affiliate Program which Amundro reasonably believes to violate this Agreement
- (iii) Any Qualified Action is later determined to have not met the requirements set forth in this Agreement or on the Affiliate Program. Such withholding or freezing of Commissions, or chargebacks for paid Commissions, shall be without regard as to whether or not such Commissions were earned as a result of such breach.

In the event of a material breach of this Agreement, Amundro reserves the right to disclose your identity and contact information to appropriate law enforcement or regulatory authorities or any third party that has been directly damaged by your actions.

VIII. Anti-Spam Policy

You must strictly comply with the federal CAN-SPAM Act of 2003 (the "Act"). All emails sent in connection with the Affiliate Program must include the appropriate party's opt-out link. We request - prior to your sending emails containing linking or referencing the Affiliate Program that you submit the final version of your email to Amundro for approval by sending it to your Amundro representative and upon receiving written approval from Amundro of your email the email may be transmitted to third parties.

It is solely your obligation to ensure that the email complies with the Act. You agree not to rely upon Amundro's approval of your email for compliance with the Act, or assert any claim that you are in compliance with the Act based upon Amundro's approval.

IX. Fraud

You are expressly prohibited from using any persons, means, devices or arrangements to commit fraud, violate any applicable law, interfere with other affiliates or falsify information in connection with referrals



through the Links or the generation of Commissions or exceed your permitted access to the Affiliate Program. Such acts include, but are in no way limited to, using automated means to increase the number of clicks through the Links or completion of any required information, using spyware, using stealware, cookie-stuffing, and other deceptive acts or click-fraud. Amundro shall make all determinations about fraudulent activity in its sole discretion.

X. Representations and Warranties

Affiliate represents and warrants that:

1. This Agreement constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms and that you have the authority to enter into this Agreement. Subject to the other terms and conditions of this Agreement, Amundro represents and warrants that it shall not knowingly violate any law, rule or regulation which is applicable to Amundro's own business operations or Amundro's proprietary products or services.
2. At all times, the Media and Affiliate itself will comply with all applicable foreign, federal, state or local laws, rules, regulations and ordinances including, without limitation, the Federal Trade Commission Act, CAN-SPAM Act of 2003 ("**CAN-SPAM**"), the Children's Online Privacy Protection Act of 1998 ("**COPPA**"), the California Consumer Privacy Act, or any other applicable legislations or regulations relating to marketing.
3. At all times, the Media and Affiliate itself will not violate any applicable rights of any third party including, but not limited to, infringement or misappropriation of any copyright, patent, trademark, trade secret or other proprietary, property or other intellectual property right;
4. Affiliate shall fulfill all commitments made in the Media;
5. Prior to loading any computer program onto an individual's computer including, without limitation, programs commonly referred to as adware and/or spyware, and cookies, Affiliate shall provide clear and conspicuous notice to, and shall obtain the express consent of, such individual to install such computer program and/or cookies;
6. Affiliate's privacy policy will inform End Users (and receive their consent, if required) that Amundro or Clients may store user data and usage data which they collect automatically or through forms, may use such data to optimize offers and service, perform statistical or market research and may use email addresses or other contact information for marketing and promotions;
7. The Media site must have a valid imprint and Affiliate and its subcontractors will not place the hyperlinks to sites or pages within websites, which includes or associate the following contents:
 - (i) Violence and discriminatory portrayals of Individuals;
 - (ii) abusive, extremist, radical political or adult content;
 - (iii) Trivializing or glorifying of drugs;
 - (iv) ethically questionable environments;
 - (v) erotic content and / or pornography;
 - (vi) Web pages that thematize 'alcohol';
 - (vii) use the misleading term "product testers".



(viii)The Media does not contain Malicious Code.

XI. Modifications

In addition to any notice permitted to be given under this Agreement, we may modify any of the terms and conditions of this Agreement at any time by providing you with a notification by email. The changes will become effective three (3) business days after such notice. If the modifications are unacceptable to you, you may terminate this Agreement without penalty solely on the account of such termination within such three (3) business day period. Your continued participation in this Affiliate Program three (3) business days after a change notice has been posted will constitute your acceptance of such change.

In addition, Amundro may at any time change, suspend or discontinue any aspect of an Offer or Link or remove, alter, or modify any tags, text, graphic or banner ad in connection with a Link. Affiliate agrees to promptly implement any request from Amundro to remove, alter or modify any Link, graphic or banner ad that is being used by Affiliate as part of the Affiliate Program.

XII. Independent Investigation

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You have independently evaluated the desirability of participating in the Affiliate Program and each Offer and are not relying on any representation, guarantee or statement other than as set forth in this Agreement or on the Affiliate Program.

XIII. Indemnification

Affiliate hereby agrees to indemnify, defend, and hold harmless Amundro and Clients and their respective subsidiaries, affiliates, partners and licensors, directors, officers, employees, owners and agents against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on (i) any failure or breach of this Agreement, including any representation, warranty, covenant, restriction or obligation made by Affiliate herein, (ii) any misuse by Affiliate, or by a party under the reasonable control of Affiliate or obtaining access through Affiliate, of the Links, Offers or Amundro or Client intellectual property, or (iii) any claim related to your Media, including but not limited to, the content contained on such Media (except for the Links), (iv) any claim that Amundro is obligated to pay any taxes in connection with Affiliate's participation

XIV. Disclaimers

To the maximum extent permitted by law, without derogating of any of the terms of this Agreement, the Affiliate Program and Links, and the products and services provided in connection therewith are provided on an "as is" and "as available" basis, without warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, performance, non-infringement of third party rights, merchantability or fitness for a particular purpose.



Amundro does not warrant that the Affiliate Program or Links will meet Affiliate's specific requirements or that the operation of the Affiliate Program or Links will be completely error-free, uninterrupted, accurate, safe, secure, or that the foregoing will always function without disruptions, delays or imperfections.

Amundro may change, suspend or discontinue the Affiliate Program at any time without liability.

Amundro expressly disclaims any liability for any act or omission of a Client or their products or services. Amundro does not guarantee that Affiliate will earn any specific amount of commissions.

XV. Limitation of Liability

In no event shall Amundro be liable for any unavailability or inoperability of the Links, program web sites, technical malfunction, computer error, corruption or loss of information, or other injury, damage or disruption of any kind beyond the reasonable control of Amundro.

In no event will Amundro be liable for any indirect, incidental, consequential, personal injury / wrongful death, special or exemplary damages, including but not limited to, loss of profits or loss of business opportunity, even if such damages are foreseeable and whether or not Amundro has been advised of the possibility thereof.

Amundro's cumulative liability to Affiliate, from all causes of action and all theories of liability, will be limited to and will not exceed the amounts paid to Affiliate by Amundro in commissions during the one (1) month immediately prior to such claim.

Amundro can not be called on to comply with its obligations under the Agreement concluded with Affiliate, if this is caused by external factors such as a failure of the network of Amundro (whether or not caused by exterior influences, human error, etc.) or a work stoppage.

The Affiliate guarantees to comply with all obligations under the tax laws and shall indemnify Amundro in case of any claim resulting from noncompliance

XVI. Data Protection

Affiliate agrees to provide Amundro or the Clients on request, with figures regarding delivery, the number of clicks, and other advertising-related data.

Affiliate shall store all data reported by Amundro through the Program (including user data and usage data) in conformity with all legal requirements. The Affiliate is obliged to use this data exclusively to implement this Agreement. Further the Affiliate is obliged to comply with the applicable statutory data protection provisions and shall only collect, process or use third party personal data in particular not without the consent of those affected.

Affiliate shall not transmit any personal data (i.e. data allowing identification of an individual) to Amundro, unless data protection laws allow for such transmission.

Amundro collects, processes and uses personal data exclusively in compliance with the applicable statutory data protection regulations.



Amundro is entitled to collect and use personal data of the Affiliate (name of contact Affiliates, address, other contact information, and bank details) insofar as this is necessary to make participation in the Affiliate Program possible. Processing and use of personal data for other purposes shall only be done on the basis of consent or a statutory provision that permits this use by Amundro.

XVII. Force Majeure

Neither party will be responsible for delays caused by accidents, war, act of god, embargoes, or any other circumstances beyond its control.

XVIII. Governing Law & Miscellaneous

The Affiliate may not transfer its rights and obligations by virtue of this Contract, in whole or in part, to any third party, without prior written consent from Amundro. Said consent may be subject to specific terms and conditions imposed by Amundro.

This Agreement and any matters related hereto shall be governed by and construed in accordance with laws of Romania.

In the event that any suit, action or other legal proceeding shall be instituted against Affiliate or Amundro in connection with the Agreement, each hereby submits The courts of Arad, Romania shall have exclusive jurisdiction, to the exclusion of any other court, and further agrees to comply with all the requirements necessary to give such court jurisdiction.

Affiliate shall be responsible for the payment of all attorneys' fees and expenses incurred by Amundro to enforce the terms of this Agreement.

This Agreement and applicable Insertion Order constitute the entire agreement between Amundro and Affiliate with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements or understandings, written or oral.

Affiliate agrees that Amundro shall not be subject to or bound by any Affiliate insertion order or online terms and conditions that amend, conflict with or supplement this Agreement, regardless of whether Amundro "clicks through" or otherwise indicates its acceptance thereof.

Affiliate may not assign all or any part of this Agreement without Amundro's prior written consent. Amundro may assign this Agreement at any time with notice to Affiliate. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors, and valid assigns of the parties hereto.

The provisions of Section III, V-IX, XIII-XV, XVIII and any accrued payment obligations shall survive the termination of this Agreement. Except as set forth in the "Modifications" section above, this Agreement may not be modified without the prior written consent of both parties. If any provision of this Agreement is held to be void, invalid or inoperative, the remaining provisions of this Agreement shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties.

Each party to this Agreement is an independent contractor in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.



No course of dealing nor any delay in exercising any rights hereunder shall operate as a waiver of any such rights. No waiver of any default or breach shall be deemed a continuing waiver or a waiver of any other breach or default. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the other party. No waiver or consent by either party to deviate from the provisions of this Agreement shall operate as a waiver of any subsequent right.

By submitting an application to Affiliate Program, you affirm and acknowledge that you have read this Agreement in its entirety and agree to be bound by all of its terms and conditions. If you do not wish to be bound by this Agreement, you should not submit an application to the Affiliate Program. If an individual is accessing this Agreement on behalf of a business entity, by doing so, such an individual represents that they have the legal capacity and authority to bind such business entity to this Agreement.

This Agreement was last revised on 12-11-2020.