

## **Publisher Affiliate Agreement**

All publishers must comply with the terms and conditions set forth in this agreement. AdsNinja reserves the right to withhold payment from any publisher that violates any of our terms and conditions.

This Agreement shall govern participation in the AdsNinja program. By participating in the Program, publisher will be deemed to have agreed to these Terms and Conditions. The term 'Publisher' shall refer to any individual or entity who accepts the terms and conditions of this Agreement

### **PAYMENT POLICY:**

Publishers get paid commission monthly, 5 weeks after the end of the month when the sales, leads, paid impressions or paid clicks, has been generated. E.g. commission for January is paid the 7<sup>th</sup> of Mars. If the 7<sup>th</sup> is on a non-bank day in Finland the payment will be done the next following bank day.

All unpaid earnings will roll over to the next pay period. All payments are based on actual as defined, accounted and audited by AdsNinja. AdsNinja reserves the absolute right not to issue payment to any accounts or publishers that violate any of the terms and conditions set forth herein.

### **Participation:**

AdsNinja shall have absolute discretion as to whether or not it accepts a particular applicant or site for participation in the AdsNinja Network.

1. The following are some examples (including but not limited to) of the type of sites that are not allowed to participate in our network:

- Sites displaying child pornography and zoosexuality, or contain links to such content
- Libelous or defamatory sites
- Sites containing or linking to software piracy
- Software trading (warez) sites
- Sites containing or linking to any forms of illegal activity (i.e., how to build a bomb, hacking, 'phreaking', etc.)
- Sites with gratuitous displays of violence, obscene or vulgar language, and abusive content or content which endorses or threatens physical harm
- Sites promoting any types of hate-mongering (i.e., racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.)
- Sites that participate in or transmit inappropriate newsgroup postings or unsolicited e-mail (spam)
- Sites promoting any types of illegal substance or paraphernalia or activity sites with illegal, false or deceptive investment advice and money-making opportunities
- Sites that are under construction or incomplete
- Sites with any types of content reasonable public consensus deems to be improper or inappropriate

It is the publisher's sole responsibility to maintain acceptable content, as outlined in the eligibility requirements, after their acceptance to the AdsNinja Network. Any violation of these rules will result in immediate removal from the Network. Your account will be cancelled and your unpaid revenue will be set to 0.

2. Company/Individual may not artificially inflate traffic counts using (including but not limited to) any device, program or robot.

3. Each publisher may only hold one account with AdsNinja. Publishers can however have more than one traffic 'channel' within in their account.

#### **Code Placement:**

AdsNinja ad codes must not be modified from original format without consent from AdsNinja. Publisher agrees to use the ad code provided for displaying Creative not more than once per page view. Ad codes may only appear on sites that AdsNinja has reviewed and accepted for participation. When sending email the Publisher is only allowed to use the subject and content texts and banners provided by AdsNinja for inclusion in email.

#### **Data Reporting (Stats):**

AdsNinja is the sole owner of all Web site, campaign, and aggregate web user data collected by AdsNinja. Publisher only has access to campaign data that is collected through the use of their inventory.

#### **Traffic Sources:**

AdsNinja actively monitors the traffic quality coming from publisher channels for continued compliance with our policies and maintenance of our traffic quality standards. AdsNinja reserves the right, at our sole discretion, to terminate the publisher account if any of a publishers channels are in violation of our terms or fall below our acceptable traffic quality standards, In such cases, AdsNinja shall reserve the right to withhold all payments due to you. AdsNinja should also be entitled to a refund of money already paid to you with respect to revenue earned as a result of any non-compliance of our terms.

#### **Fraud and Deception:**

Publishers agree to not artificially inflate traffic counts using any programs (including scripts), device, or other means. AdsNinja will be auditing all Publisher traffic on a daily basis. Publishers that commit fraudulent activities, including but not limited to false impressions, will have their account permanently removed from AdsNinja Network and will not be compensated for the fraudulent traffic. Additionally, AdsNinja reserves the right to register fraudulent publishers in a global ad network fraud database, for usage by other ad networks. Excessive page reloading or any other abuse of our system could result in legal action.

#### **Contact Information:**

To insure timely payment, publishers are responsible for maintaining the correct contact and payment information such as name, address, etc. associated with their accounts. This must be done online using the Publisher's account. Any and all bank/service fees associated with returned or cancelled payments due to any error in the Publisher contact or payment information are Publisher's responsibility, and will be deducted from re-payment.

#### **Removal From Network:**

In order to protect our clients from any forms of fraudulent actions, we may, at our discretion, terminate any accounts that we believe violates one of our rules. We reserve the right to request server logs from publishers for investigation. In the case of non-agreement between AdsNinja and publishers, the decision of AdsNinja stands as the final decision. Any accounts that have been cancelled due to fraudulent activities or due to the low conversion ratios will not receive payment. In cases where fraud has occurred and payment has already been made, we may, in addition to closing the account, take legal action against the Publisher.

Publishers in violation of AdsNinja's Terms and Conditions will be immediately deactivated. AdsNinja may deactivate publishers with no prior notification, though every effort will be made to notify the deactivated Publisher via the e-mail address provided by the Publisher.

Upon termination of a Publisher from the AdsNinja program, for any reasons and by either party, the Publisher shall immediately remove all ad codes from all channels.

## **GENERAL:**

### **Representations and Warranties:**

The program represents and warrants that it has full power and authority to enter into this Agreement. The program is not responsible for any content provided by third parties (including Advertisers). The program and its licensors make no other warranty of any kinds, whether expressed, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular usage, and non-infringement. Publisher is solely responsible for any legal liabilities arising out of or relating to (i) the content and other material set forth on the Publishers channels and/or (ii) any content or material to which users can link through the Publishers channels (other than through an advertisement supplied by AdsNinja). Publisher hereby agrees to indemnify, defend and hold harmless AdsNinja and its officers, directors, agents, publishers and employees from and against all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims.

### **Damages:**

In no event shall either party be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of data, loss of use, or loss of profits arising there under or from the provision of services.

### **Limitation of Liability:**

Neither AdsNinja nor its Customers will be subject to any liability whatsoever for:

- Any failures to provide reference or access to all or any part of the Website due to systems failures or other technological failures of AdsNinja or of the Internet.
- Delays in delivery and/or non-delivery of advertisement, including, without limitation, difficulties with a Customer or advertisement, difficulties with a third-party server, or electronic malfunction; and Errors in content or omissions in any advertisement.

### **Public Release:**

Publisher shall not release any information regarding Campaigns, Creative, or publishers relationship with AdsNinja or its customers, including, but not limited to, press releases or promotional or merchandising materials, without the prior written consent of AdsNinja. AdsNinja shall have the right to reference and refer to its work for, and relationship with, publisher for marketing and promotional purposes. No press releases or general public announcements shall be made without the mutual agreement of AdsNinja and publisher.

### **Audit:**

AdsNinja shall have the sole responsibility for calculation of publisher's earnings, including Impressions and geographic statistics.

### **Modifications:**

AdsNinja reserves the right to change any of these terms and conditions at any time without notice. Publisher will be informed clearly if any changes to the terms and conditions are made and is after that responsible for complying with them within 10 days of the date of receiving the information.

**Minimum Age Requirements:**

No person under the age of 18 is allowed to participate in AdsNinja program unless written permission from a parent or legal guardian, notarized, signed and dated, is sent to info@adsninja.com

**AdsNinja 110% Satisfaction guarantee**

- Only valid for publishers registered after 1st of May 2016
- Only valid for affiliates that have not been previously registered in AdsNinja
- Only valid the first month after registration.
- A valid photocopy of identification will be required before payout.
- Reason for closing account (short feedback to help us improve) will be required from affiliate before payout.
- If an affiliate register again after using the 110% satisfaction guarantee the 10% bonus amount paid out will be deducted from the normal payouts.