

## AFFILIATOR AB PARTNER AGREEMENT

**Terms of use for the Service.** In order to become a member of Affiliator's advertising network, you must accept the terms and conditions of this agreement. Read the agreement carefully, and accept it by checking the box "*I accept the terms of agreement*". Affiliator reserves the right to amend the Terms of Agreement from time to time. Notice thereof will in such case be announced via email or on Affiliator's website, the service's website etc. In case of amendments, notice shall be given to the Affiliate no later than 30 days prior to said amendment entering into effect. Announcements on Affiliator's website or on the software service's website, shall be deemed as notice to the Affiliates. The Affiliate is advised to regularly review the Terms of Use, as they are binding for all use of the Service.

Should you not accept the new terms and conditions, you must immediately inform Affiliator of this, immediately cease using the service and leave Affiliator's advertisement network.

Affiliator's Service may only be used by Partners ("Affiliates") which have been registered and approved by Affiliator. Access to the Service may only be obtained by a company registered in Sweden (or an individual with permanent residence in Sweden). Affiliates may only refer Swedish visitors via advertisement material from the Service, and can only receive compensation for the referral of Swedish visitors.

By checking the box "I accept the terms of agreement", you hereby enter into an agreement with Affiliator AB, corporate registration number 556697-8838.

**Definitions.** In the agreement, you are referred to as the *Affiliate*. An *Affiliate* is a collaborator who shall provide Affiliator with space on the Internet for publishing advertisement elements.

An *Advertisement element* is an advertising object of which there are four types: (i) text ads, (ii) image ads, (iii) flash ads and (iv) HTML-advertisements.

The term *Visitor* shall mean in this agreement a person who clicks on an advertisement element on the Affiliates' home page. The term *Traffic* shall mean one or more visitors and the income that they generate for the Affiliate.

The term *Click* shall mean a click on an advertisement element.

The term *Lead* shall mean a visitor who has clicked on an advertisement element and who has performed a certain active action on the advertisement element's target website.

The term *Closing (Sale)* shall mean a visitor who has clicked on an advertisement element and who has made a purchase on the advertisement element's target website.

The term *Advertising* shall mean Advertising material belonging to Affiliator's advertisers and which is available via the Service.

The term *Traffic* shall mean Internet visitors who have clicked their way via an advertisement posted on Affiliator's service.

**The service.** The Service consists of Advertisers being offered advertising space on the Internet by interested partners (Affiliates). This is where Advertisers who publish advertisements are linked up with Affiliates who place advertising space on their websites at the disposal of

Advertisers. Affiliator's Service is an "affiliate service", as it is called, through which Affiliates are granted access to Affiliator's software platform in order to show ad elements from Affiliator's advertisers on the Affiliates' websites. An affiliate program is governed by advertisers with access to the program.

All traffic, clicks, leads, closings etc. generated shall be generated by visitors clicking on advertisement material on websites owned or controlled by the Affiliate.

For all traffic, visitors, leads, closings etc. which are generated by the Affiliate according to the approved terms according to this agreement, a commission is paid by the Advertiser according to the Advertiser's commission terms as applicable from time to time.

Affiliator handles all collection of data and statistics, and commission is paid on the basis of the statistics prepared by Affiliator.

Advertisers are entitled not to pay compensation to the Affiliate for clicks, leads and closings (sales), if the Advertiser deems that the traffic has been created in an improper manner, or if the product, or in the case of an ordered service, has been cancelled.

The compensation for clicks, leads and closings ("sales") are determined by the Advertiser. Affiliator does not participate in the pricing in any way. The compensation for a program can be changed at any time, without the Affiliate's approval.

When an Affiliate uses the Service, the Affiliate must additionally follow the guidelines and rules which apply to the Service at any given time. All such guidelines and rules shall hereby be deemed to be comprised by the Partner agreement.

Affiliator is entitled to change or completely cease providing the service with immediate effect.

The Service is provided for commercial purposes. Should Affiliator find that an Affiliate does not generate acceptable traffic or activity for the Service, Affiliator is entitled to arbitrarily close the Affiliate's account.

**The Affiliate's undertakings.** The Affiliate shall, through access to Affiliator's software platform, provide advertising space on Internet websites controlled by the Affiliate.

The Affiliate is responsible for ensuring that all information provided to Affiliator is correct. Affiliates are obliged to immediately report any changes which may arise.

Affiliates must be over 18 years of age. Anyone under the age of 18 must obtain permission of their legal guardian in order to become a member of the service. The guardian must also be registered as the recipient of payment.

Affiliates may only have one (1) account for the Service.

Traffic generated by an Affiliate may not be created through undue methods such as automatically opening windows or links, spiders, robots. The generated traffic must take place through an active action taken by the visitor, and the visitor must have the intention of clicking on an advertisement. The visitor may not be manipulated by clicking on an ad in the belief that it contains something else. Forcing visitors to click on advertisements is forbidden. To intentionally lead visitors through advertising taken from the Service without the visitors having actively clicked their way through via the advertising is

forbidden. It is not permitted to use scripts, frames, programs or the like to generate false clicks on advertising. It is further prohibited to refer oneself, to click on advertising yourself or improperly urge others to click on advertising, or to intentionally click on advertising to increase your own commission. If an Affiliate leads traffic via websites which the Affiliate does not own or control, no commission shall be payable.

The Affiliate is responsible for ensuring that all registration information and passwords are and remain confidential. The Affiliate is responsible for all use within the scope of its registration, regardless of whether permission was granted or not. Furthermore, the Affiliate shall immediately inform Affiliator if anyone has inappropriately used the Advertiser's account or information.

The Affiliate undertakes not to use Affiliator's software platform or to otherwise post advertisement material received via the Service, in order to send, publish, store, destroy or link to material:

- a) if it violates any laws;
- b) if it in any way infringes on the copyright or other intellectual property rights, or violates any regulations regarding integrity, publicity or other rights;
- c) if it is in any way degrading, offensive, threatening, obscene, or of a sexual, pornographic or erotic nature, or otherwise in Affiliator's opinion deemed not to conform to Affiliator's ethics policy.

Affiliator specifically prohibits:

- d) changing or deleting material published by an Advertiser;
- e) doing anything which may entail an unreasonable burden on Affiliator's software platform;
- f) using the Service to collect or copy **material** pertaining to Affiliator or an Advertiser;
- g) the Affiliate undertakes not to violate nor try to violate the security system of Affiliator's software platform by using the information of others or logging onto a server or an account which is not intended for this Affiliate, or to allow a third party to use the password for unauthorized use of the Service;
- h) testing the system's vulnerability or breaching any security barriers without permission;
- i) using software, tools, drivers or other technology (including web browsers, spiders, robots, avatars or intelligent agents) to disrupt or navigate in the Software platform in any other manner than the methods approved by Affiliator in writing;
- j) trying to decipher, disassemble or reconstruct the software that the Service consists of;
- k) disrupting the Service, or another Affiliate's or Advertiser's use of the Service, by sending or spreading virus, Spam, Trojan horses or the like; or
- l) falsifying a "TCP/IP packed header" etc.

Violations against the system or network security may result in prosecution. Affiliator will investigate such offences and reserves the right to involve the relevant authorities.

If the Affiliate acts in violation of any of the Terms of Use, the right to use the Service shall automatically cease, and the Affiliate must immediately destroy any and all material which it has downloaded or printed out from the Service or any website belonging to the same. All outstanding compensation accrued or received through violation of any laws, regulations

or the terms of this agreement, shall be deemed forfeited and the Affiliate's rights to the same shall be deemed as lost.

**Compensation.** Compensation is paid once a month. The compensation then paid, is compensation for the previous calendar month. Payment is only made if the Affiliate has accrued at least SEK three hundred (300) in its user account. Should an Affiliate not reach SEK three hundred (300), the outstanding amount is saved for the subsequent month. The payment of commissions from Affiliator to Affiliates takes place provided that the Advertiser does not have any outstanding debts to Affiliator. Payments are only made to bank accounts.

**Taxes.** Affiliator undertakes to make standard deductions for taxes and social security contributions if the Affiliate is a private individual. In all other cases, the Affiliate shall pay taxes and social security contributions. Affiliator shall pay value added tax (VAT) to the Affiliate, if the latter has provided and presented a registration for corporation taxation (F-skattsedel), as well as a valid VAT registration number.

This agreement does not entail that any employment relationship exists; the Affiliate is not entitled to any vacation allowance, sickness benefits, term of notice or any related conditions during the validity of this agreement or the cessation of this agreement.

Payments to the Affiliate shall be made to the account indicated by the Affiliate on Affiliator's website. If no account is provided, no compensation will be paid. Incorrect contact information may lead to incorrect payments. If incorrect registration takes place, or a purchase is regretted, resulting in the payment of compensation not due, the paid compensation shall be reimbursed, and Affiliator reserves the right to have full control over the Affiliate's commissions and the payments thereof. Affiliator shall not be held liable for incorrect payments.

**Affiliator's liability.** The Service is based on Advertisers publishing their advertisements on advertising space provided by the Affiliates. Affiliator neither supervises nor censors the material or advertisements that are published. Affiliator is not involved in transactions between Advertisers and Affiliates. Consequently, Affiliator has no control over the quality of the advertisements or other material which is published, or of the veracity or reliability of the material, or whether they are published in accordance with Swedish law.

Affiliator undertakes to operate the Service to the best of its ability. Upon any disruptions or faulty functioning of the Service, no compensation is provided for, nor does Affiliator take any responsibility for any possible costs incurred by the Affiliate in connection with the same. Affiliate waives all legal liability and does not normally have any control over information which may be posted from advertisers. Advertisement material may contain inaccuracies and typographical errors. Affiliator makes no assessment of the material's reliability or accuracy.

Affiliator is not liable for advertisers paying compensation to Affiliator. Whereas Affiliator is not involved in any transactions nor has any control over the actions of advertisers, Affiliator is not liable in any way upon any conflicts between Affiliates and Advertisers. In these cases, the Affiliate will not be compensated by Affiliator for any traffic which has been created, and any disputes shall be resolved between the Affiliate and the Advertiser.

Affiliator does not guarantee that the Website/Services always

function, or that Affiliator's server is free of viruses or other harmful matters. Affiliator is not liable for any costs for service etc., should an Affiliate's use of the Website/Services result in the need to replace data or equipment. The service and material is presented without any guarantees whatsoever with regard to accuracy, reliability and completeness. This applies to material, services, software, text, graphics and links.

Affiliator does not take any responsibility for direct or indirect costs, losses or any other damage due to the use of the Software. Nor is the Affiliate entitled to any damages from Affiliator, in case of any defects or errors in the Service or software.

Affiliator, Advertisers or any third parties are not in any case liable for loss of profit or any other indirect damage or loss, including the Affiliates' possible liability for damages against third parties, loss of information or consequential damages. Affiliator's entire liability for compensation shall in all circumstances, for each calendar year, be limited to the amount which the Affiliate has received via the Service under the calendar year in question, yet no more than two (2) basic amount (for national social security purposes). No compensation shall be paid for any loss less than SEK 10,000/year.

**Validity of the agreement.** The agreement shall be valid from the moment you have been approved as an Affiliate, until such time as the agreement is terminated or rescinded.

**Suspension and termination.** Affiliator is entitled to arbitrarily terminate this agreement at any time.

Affiliator is entitled to terminate this agreement giving 30 days notice of termination. Any outstanding compensation shall be settled within 30 days of the expiration of the agreement.

Affiliator is entitled to rescind this agreement with the Affiliate and suspend the Affiliate from Affiliator's service with immediate effect, should Affiliator deem that the Affiliate has acted in an improper manner or in some way harmed Affiliator, Affiliator's Advertisers or to have violated Swedish or international law.

The Affiliate's right to use the Service shall cease immediately and the agreement shall be terminated immediately if:

- a) the Affiliate violates this agreement or any other applicable terms and conditions; or
- b) if the Affiliate is declared bankrupt; applies for reorganization, cancels payments or is in other ways deemed to be insolvent.

Notification of suspension shall be sent either via email or letter to the address indicated by the Affiliate upon registration. Upon suspension, the Affiliate is obliged to destroy or delete all the material received in conjunction with the agreement with Affiliator.

In the event that the Affiliate's websites do not comply with Affiliator's requirements, Affiliator further reserves the right to immediately remove links and/or advertisements from such websites, without incurring any obligations or liabilities towards the Affiliate. In such cases, Affiliator further reserves the right to terminate any agreements effective immediately.

**The Affiliate's liability to pay compensation.** The Affiliate undertakes to indemnify and hold Affiliator, its employees, board members, consultants and other representatives, harmless with regard to any possible claims, costs or other

damages arising due to the Affiliate's provision of material or information or violation of this agreement. Affiliator shall inform the Affiliate as soon as possible should any such claims arise.

In case the Affiliate causes damage to an Advertiser, another Affiliate or another party, the Affiliate shall indemnify and hold Affiliator harmless for any such damage as Affiliator may be held responsible for. The aforementioned applies, for instance, when the Affiliate's actions can lead to prosecution or claims for damages.

**Force Majeure.** Affiliator or Advertisers have no liability to compensate the Affiliate for something which could be a breach of this agreement, if the breach occurred due to an act of force majeure, i.e. circumstances beyond Affiliator's or the Advertiser's control, such as natural disasters, serious technical faults, state of war, industrial disputes, power failures, interruptions in Internet connections etc.

**Confidentiality.** The Affiliate undertakes to treat all the Service's terms and conditions, prices and other related information in, or with relation to, the agreement with Affiliator, as confidential, and undertakes not to divulge this information to third parties.

**Assignment.** The Affiliate may not assign this agreement in any way. Affiliator is entitled to freely assign this agreement to group companies, to another company upon taking over Affiliator's operations, or to otherwise assign the agreement to another party if it may be done without detriment to the Affiliate.

**User information.** The Affiliate will have to provide certain information, such as reasonable company information, a valid email address etc. The Affiliate accepts that Affiliator may disclose such information to its partners. The Affiliate accepts that Affiliator is entitled to use information and disclose such information to its partners for advertising, marketing, creating customer registers etc.

**Personal information.** Affiliator stores all personal information in accordance with the Personal Information Act (personuppgiftslagen). The Affiliate agrees that Affiliator has the right to store personal information, publish the Affiliate's names and websites on Affiliator's website. The Affiliate also grants Affiliator the right to send newsletters to the Affiliate's email address.

**Cookies.** Affiliator uses, among other things, cookies in order to trace leads and sales. All cookies will remain active during 30 days. A cookie is a small text file which is placed in a folder somewhere on the visitor's computer by the visitor's web browser. The file is completely harmless and only contains text.

**Graphics etc.** All graphics and user interfaces are owned by Affiliator and may not be copied.

**Governing law.** These terms and conditions shall be construed in accordance with Swedish law, and shall be tried by arbitration in accordance with the Rules of of the Arbitration Institute of the Stockholm Chamber of Commerce.

**Opinions.** If you have any opinions regarding Affiliator's Partner agreement, please contact the Webmaster.