

MONARCH GLOBAL GENERAL T&Cs

1. Applicability

The following terms and conditions (“Terms and Conditions”) shall apply to any of the Services (as defined below) to be provided by a partner (as defined below) to MONARCH (as further detailed below). By signing up, registering, or otherwise enrolling as a ‘partner’ on MONARCH’s, the partner declares to agree with and accept the applicability of these Terms and Conditions. The registration form and sign-up information of the partner, together with these Terms and Conditions and the Code of Conduct (as defined below), collectively form the agreement between the partner and MONARCH (the “Agreement”). Any changes or additions to these Terms and Conditions shall only be valid once agreed upon with MONARCH and confirmed in writing.

The applicability of any other terms and conditions, including any terms or conditions which are implied by trade, custom, practice, or course of dealing or which the Partner may purport to apply or which are endorsed upon any correspondence or documents issued by the Partner Irrespective of their date of communication to MONARCH, are explicitly excluded.

2. Definitions

In these Terms and Conditions, the following definitions shall have the following meaning:

“Ads”: email content, banner ads, buttons, pop-ups, pop-unders, hypertext or other links, widgets, works of authorship, jumbo promos, content scripts, add tags, silver bullets, site skins, promotional and other advertising material and any kind of commercially sponsored or related content, related to Advertiser and/or a specific Campaign.

“Advertiser”: a legal person or natural person acting in the course of a profession or a business, that wishes to engage MONARCH to provide the Services via its Partners.

“MONARCH”: a company with limited liability incorporated under the laws of the England and the United Kingdom, acting under the trade name MONARCH GLOBAL TRADE LTD, having its registered place of business at 167-169 Great Portland Street, London England, W1W 5PF.

“MONARCH Statistics”: interpretation of collected data related to the Conversion, at the sole discretion of MONARCH, on the basis of partner tracking software tools.

“Campaign”: an advertisement campaign of an Advertiser accessible via a specific Landing Page.

“Code of Conduct”: the general compliance rules for Partner in connection with the performance of the Service(s).

“Confidential Information”: all non-public information disclosed (whether in writing, orally, electronically or otherwise) by MONARCH to Partner before and during the Agreement and that is marked or otherwise designated as ‘confidential’ or ‘secret’, or by its nature should be considered confidential at the time of disclosure, thereby including, without limitation: processes, methods, formulae, technical information, information in tangible or intangible form relating to and including released or unreleased software, marketing or promotional activities, business policies or practices, business relations and pricing/financial information.

“Conversion”: an action upon which the commercial deal is based, for example, if the commercial deal is: CPM (Cost Per Mille), CPA (Cost Per Action), CPC (Cost Per Click), CPL (Cost Per Lead), CPD (Cost Per Download), CPPU (Cost Per Paying User), CPAU (Cost Per Active User), CPI (Cost Per Install), then conversion is considered respectively: mille, action, click, lead, download, paying user, active user and install.

“Effective Date”: the date of acceptance of the Partner by MONARCH as a partner of the MONARCH network.

“Intellectual Property Rights”: all intangible, intellectual, proprietary and industrial property rights, worldwide, whether registered or unregistered, including, but not limited to: (a) all trademarks, service marks, trade names and logos; (b) all copyrights, moral rights, and other rights in works of authorship, including images and content, and including copyrights in software (source code); (c) all database rights, (d) all patents or utility models; (e) all designs and drawings; and (e) all other rights in or connected to (technical) know how or trade secrets.

“Landing Page”: the URL related to a Campaign and which embeds a tracking code provided by MONARCH to measure the Conversion.

“Partner”: any legal person or natural person acting in the course of trade (and including its agents, representatives, employees or any other person acting on its behalf) that signed up, registered or enrolled on MONARCH’s partner network to provide (part of) the Services.

“Partner Account”: the online account provided by MONARCH to the Partner.

“Service(s)”: the targeting services provided by the Partner in order to generate and/or improve Conversion and collect data to optimize a Campaign by means of (without limitation) distributing within its Medium the Ads.

3. Partner acceptance and the Services

1. Upon acceptance of the Partner to MONARCH's partner network and the confirmation thereof by MONARCH, the Partner shall start performing the Services to MONARCH.
2. Ultimately within 2 (two) business days after the Effective Date, the Partner will also gain access to a Partner Account and receive login details from MONARCH. The Partner shall be independently responsible and liable for any actions (for example of employees of the Partner) under the Partner Account.
3. MONARCH may (temporarily) withhold or deny acceptance of the Partner for any reason and at any time without being or becoming liable towards the Partner in respect thereof. This may for example be the case in the event that the registration or sign-up form is not (yet) completed properly or appears to be incorrect. In such an event, additional information may be requested from the Partner by MONARCH.
4. With respect to providing the Services, the Partner represents and warrants:
 - to perform the Services on a best efforts basis, thereby taking into account professional skill and care;
 - to adhere to specific instructions from MONARCH (e.g. following 'notice and takedown' and/or compliant requests);
 - that any information provided to MONARCH regarding itself and/or its business shall be true, accurate and complete;
 - that none of its Mediums contain false, untrue or misleading information;
 - to adhere to and comply with the obligations set forth in the Code of Conduct;
 - to procure that each Campaign shall be localized properly (i.e. translated correctly and in conformity with applicable local laws and regulations);
 - to act in compliance with any and all applicable laws, regulations (amongst others in relation to privacy) and/or industry codes (where applicable, e.g. for dating industry) of the countries where the Campaign and Ads will be advertised;
 - to provide Ads with an applicable age rating, where applicable or legally required.
5. The Partner shall indemnify and hold MONARCH harmless from and against any costs, damages or expenses resulting from any third party claims that arise from or are in any way relating to or resulting from the Partner's non-compliance with one or more of the representations and warranties mentioned under Clause 3.4.
6. The Partner acknowledges that MONARCH receives its instructions for Campaigns and requests for the Services, from Advertisers. The Agreement does not comprise any

obligation for MONARCH to retain the Partner for (specific) Campaigns respectively Services.

4. Compensation and payment

1. For providing the Services during the Agreement, the Partner is entitled to receive a Commission from MONARCH. In this respect, the Partner acknowledges and accepts that MONARCH will invoice the Commission for the provided Services to itself on behalf of the Partner.

2. The Partner acknowledges and accepts that the MONARCH Statistics will comprise evidence for the calculation of the Commission, regardless of the Partner's right to provide evidence of the contrary. In this respect, the Partner also acknowledges and accepts that MONARCH shall implement and use tracking code software tools to monitor and register traffic and Conversion and potential Traffic generated on or via the Landing Page(s) of the Partner.

3. MONARCH may install multi-level fraud detection to optimize the prevention of Traffic. When Traffic is detected by MONARCH, the Partner will be informed thereof. If the Partner Detects Artificial Traffic, it must inform MONARCH without delay by written notice (including email).

4. The invoicing and payment terms will be determined by MONARCH, whereby the applicable payment term for MONARCH will not extend the term of 1 (one) month. Within the PartnerAccount, the Partner has insight in (amongst others) the running Campaigns, paid and outstanding Commission fees, etc.

5. If the Partner wishes to dispute the accuracy of an invoice and/or the MONARCH Statistics, the Partner must notify the dispute to MONARCH without delay but in no event later than within seven (7) days of the invoice date. If no disputes are made by the Partner Regarding an invoice from MONARCH within seven (7) days of the invoice date, the invoice will be deemed accepted by the Partner.

5. Term, termination and suspension

1. The Agreement shall come into force on the Effective Date and shall remain in effect for a term of one (1) year after which it will be renewed and extended automatically by consecutive periods of one (1) year each, unless terminated earlier as per this Clause 5.

2. Both MONARCH and the Partner are entitled to wholly or partly terminate the Service (for example regarding a specific Campaign), or to terminate the Agreement as a whole, with or without cause by providing written notice to the other party, thereby taking into account a

notice period of at least seventy-two (72) hours, without incurring any liability towards the other party in respect hereof.

3. Both MONARCH and the Partner are furthermore entitled to terminate the Agreement (in whole or in part) in writing, with immediate effect and without incurring any liability towards the other party, in the event the other party: (i) has been declared bankrupt, files for bankruptcy or requests a suspension of payments, or (ii) ceases its business or is in the process of liquidation.

4. MONARCH will also be entitled to immediately terminate the Agreement or to request the immediate (temporarily) suspension of the Services (in whole or in part, for example regarding a specific Campaign), without incurring any liability towards the Partner, in the event of (i) the Partner's non-compliance with one or more of the warranties or representations under Clause 3.4 or (ii) the Partner being in default of one or more of its obligations under the Agreement which default cannot be remedied or has not been remedied within eight (8) days after notification of default by or on behalf of MONARCH.

5. In the event MONARCH informs the Partner that an Advertiser elected to (temporarily) hold, pause or amend a Campaign or Add, the Partner will procure that the requested hold, pause or amendment will take effect within forty-eight (48) hours as from the notification (including by email) from MONARCH, unless MONARCH specifically instructs the Partner otherwise at that time.

6. Upon termination or suspension of the Agreement in whole, or for the relevant part thereof (for example, a specific Campaign), the Partner shall immediately cease the Service (or a specific Campaign as the case may be), delete all links in Landing Pages that relate to the relevant Campaign(s) and delete any Confidential Information of and/or provided by MONARCH, including all copies thereof. The Partner shall furthermore immediately cease and delete any references to MONARCH (thereby including the use of any trademark, tradename and/or logo of MONARCH). For the avoidance of doubt, the Partner shall not be entitled to receive any Commission on any Conversions made after the termination date, but it will not discharge the Partner from its obligations under the surviving provisions of the Agreement, in particular Clauses 5.6, 6 (Intellectual Property Rights), 7 (Confidentiality), 8 (Code of Conduct and data processing), 10 (Miscellaneous) and 11 (Applicable law).

6. Intellectual Property Rights

1. MONARCH or its licensors own all rights, titles and interests in the Intellectual Property Rights connected to MONARCH and MONARCH's services.

2. The Advertiser or its licensor(s), own all rights, titles and interests in the Intellectual Property Rights in and connected to (any content of) the Campaign and the Ads.

3. During the term of the Agreement, or applicable Campaign (as the case may be), MONARCH hereby grants the Partner with a non-exclusive, non-transferable and non-sub licensable right to copy, disclose, transfer or otherwise use (the Content of) the Campaign and Ads and related Intellectual Property Rights for the sole purpose of providing the Services.

4. Nothing in these Terms and Conditions or the Agreement is intended to include the transfer of any Intellectual Property Rights owned by MONARCH, Advertiser, or their respective licensors, to the Partner.

7. Confidentiality

1. The Partner shall keep confidential all Confidential Information disclosed by or received from, MONARCH, and the content of any communication with MONARCH or an Advertiser (as the case may be) in connection with the Services.

2. With respect to the Confidential Information, the Partner: (i) shall not use or disclose such Confidential Information for any purpose except as necessary to fulfill the Services, or other obligations under the Agreement, or as required by law; (ii) shall limit access to the Confidential Information solely to employees, agents or any other person who need to obtain such access to fulfill the Services or any other obligation under the Agreement, and (iii) shall require its employees, agents and other persons who have access to the Confidential Information to abide by confidentiality obligations.

3. The Partner shall be liable for any breach of the confidentiality obligations under this Clause by any of its employees, agents or any other person who obtained access to the Confidential Information.

4. Confidential Information shall not include information that is or has become publicly available through no fault of the Partner or that was or has been rightfully and independently developed or obtained by the Partner free from any duty of confidentiality.

8. Code of Conduct and Data Processing

1. At all times, the Partner shall comply with the Code of Conduct.

2. In the event MONARCH (in its role as intermediary) receives a 'notice and takedown' and/or complaint request (for alleged unlawful or inappropriate content) from a third party regarding a Campaign and/or Ads placed by the Partner, MONARCH will inform the Partner Thereof and will request immediate appropriate action from the Partner.

3. The Partner shall comply with all applicable law and regulations at all times, including applicable law relating to the collection, processing and transfer of personal data such as the European General Data Protection Regulation (“GDPR”). The Partner shall indemnify and hold MONARCH harmless from and against any and all third party claims, damages, losses, costs or expenses or any damages or costs awards sustained or incurred by MONARCH in connection with any complaint made against MONARCH under the GDPR and similar legislation anywhere outside the European Economic Area (EEA) as a result of Partner’s failure to comply with applicable data protection laws.

4. MONARCH is entitled to perform quarterly audit samples amongst the partners, thereby including Partner, in order to confirm the Partner’s compliance with the Agreement.

9. Liability and Indemnification

1. In no event will MONARCH or any of its subsidiaries, Advertisers, partners, partners, licensors or suppliers be liable for any direct, indirect, consequential, punitive, special or incidental damages resulting from, arising out of or in connection with the access, use of, or inability to access or use the Service, even if MONARCH has been advised of the possibility of such damages, except to the extent that such damages arise directly and solely from willful misconduct or gross negligence on the part of MONARCH itself.

2. In no event will MONARCH be liable for defects in the Service or Mediums, URL(s) or MONARCHStatistics, or for any damage caused by viruses or components of software and/or a Medium. Additionally, MONARCH has no control over, and shall therefore not be liable for, the content and lawfulness of Campaigns and Ads, or the acts or omissions of any other third parties.

3. If and to the extent any exclusion or limitation of liability or disclaimer of warranty set out in this Clause 9 shall not be allowed under applicable law, such exclusion, limitation or disclaimer will not apply to the Partner, but only to the extent it shall not be allowed. In such case, such exclusion, limitation or disclaimer shall be limited to the extent required by applicable law.

4. Except to the extent that liability cannot be limited under applicable law, any and all liability of MONARCH is limited to the amount paid out, if any, under its liability insurance coverage in the matter concerned. In the event and to the extent that no monies are paid out under its liability insurance for whatever reason, any and all liability of MONARCH shall be limited to a maximum amount of € 5,000 (five thousand Euros).

5. In any event, a claim on MONARCH shall lapse in case MONARCH did not receive written notice of such a claim no later than within twelve (12) months after the earlier of (i) termination date of the Agreement, (ii) the discovery by the Partner of an event or

circumstance that gives or may give rise to that claim or (iii) the moment that the Partner could have reasonably discovered an event or circumstance that gives or may give rise to that claim.

6. The Partner indemnifies and hold MONARCH, its subsidiaries, and each of their respective officers, directors, partners, members, managers, employees, agents and attorneys harmless from and against all third party claims that arise from or are in any way connected to the Services from the Partner, the Partner's non-compliance with one or more of the warranties or representations under Clause 3.4, or one of the disclaimers stipulated under Clause 9.2, unless such claims directly result from wilful misconduct or gross negligence by MONARCH itself. This indemnification includes any legal costs.

10. Miscellaneous

1. MONARCH reserves the right to unilaterally amend these Terms and Conditions, including the Code of Conduct from time to time. Any such amendments shall be effective 14 days after notification to the Partner. If the Partner rejects the amendments, the Partner is required to notify MONARCH hereof within 7 days after the notification date. Such rejection will imply that the Partner shall terminate the performance of the Services upon the effective date of the amended Terms and Conditions. By continuing to provide the Services after receipt of the notification, the Partner will be deemed to have accepted the amended Terms and Conditions.

2. If any provision of these Terms and Conditions should to any extent be or become invalid, void or unenforceable, the other provisions shall continue to be applicable and enforceable. With respect to the invalid or void provision, MONARCH shall provide an amended text for such provision which is valid and legitimate thereby respecting the initial objective of the original provision.

3. The Partner may not assign or pledge its rights and/or obligations under the Agreement in whole or in part to any third party without the prior written consent of MONARCH.

4. MONARCH's failure to exercise, or delay in exercising any rights under the Agreement or these Terms and Conditions does not constitute a waiver of such rights.

5. Nothing in these Terms and Conditions or in the Agreement shall create or be deemed to create a partnership or relationship of employer and employee between MONARCH and the Partner.

11. Applicable Law

1. The legal relationship between MONARCH and the Partner, these Terms and Conditions and/or the Agreement shall be exclusively governed by the laws of the United Kingdom.

2. In the event of any dispute relating to or arising from these Terms and Conditions or the Agreement that cannot be resolved amicably between MONARCH and the Partner, the dispute shall in first instance be exclusively decided by the competent court in London, England, the United Kingdom.