

ADVERTISER-AFFILIATE AGREEMENT

This Agreement is entered into between

THE AFFILIATE

(hereinafter referred to as the "Affiliate")

and

THE ADVERTISER

(hereinafter referred to as the "Advertiser")

and

ADSÙ

(hereinafter referred to as "Adsù")

PREAMBLE

- A. Adsù is a Technology Platform which seeks to introduce advertisers and distributors of products to affiliate marketing companies and individuals for the purpose of promoting the advertisers or distributor's products and/or services.
- B. The technology used by Adsù is run on a self-service basis.
- C. The Advertiser is a merchant, product owner or service provider that wishes to utilise Adsù technology platform to promote products and/or services for themselves or a client they work alongside.
- D. The Affiliate is a single user, or representative of a larger organization that wishes to utilise the Adsù technology platform to promote products and services from an Advertiser in order to earn a commission for a specified action.
- E. Both the Advertiser and the Affiliate must enter into separate agreements with Adsù independently of this Agreement.
- F. These are presented upon initial access to the Adsù platform for each other.
- G. The parties are required to read the separate terms per account type.

1. DEFINITIONS

<i>Adsù</i>	Shall refer to the trading name of the Company duly registered in terms of the laws of Hong Kong known as ADSÙ Technologies Limited (Company Number 7002010007) with registered offices at Unit 1411, 14th Floor, Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong.
<i>Affiliate</i>	Shall refer to a marketing affiliate who is signed up to the Adsù platform and agrees to promote an Advertisers products and/or services.
<i>Advertiser</i>	An individual or business that chooses to promote their own products and/or services on the Adsù platform in accordance with these terms and conditions.
<i>Advertiser-Affiliate Agreement</i>	This shall refers to the set of terms and conditions acknowledged by an Affiliate and the Advertiser which are set by the particular Advertiser which includes but shall not be limited to: Payment Terms, Advertising Policies, Product Claims, Disclosure Agreements & Promotional Limitations.
<i>Campaign</i>	Shall refer to a Campaign created by an Advertiser on the Adsù platform to promote a specific product and/or service.
<i>Click-Through Agreement</i>	A Click-Through Agreement or Agreements is a direct contractual relationship

	between the Affiliate and Advertiser. The Agreement or Agreements are hosted by Adsù on the request of the Advertiser.
<i>Fee, Advertiser Fees or Adsù Fees</i>	Advertiser or Adsù Fees are the sum payable to us, calculated on each tracked action as set out in this Agreement.
<i>Joint Venture (JV) Pages</i>	A specific area of the Campaign inside the marketplace in which an Advertiser can specify resources for use by an Affiliate.
<i>Payout Rate</i>	The Payout Rate is the rate of commission, either a fixed sum or calculated as a percentage of the value of the proceeds of each sale, which the Advertiser agrees to reward Affiliates with, following completion of each sale/tracked action generated by the Affiliate. The Advertiser may set a default rate payable to all Affiliates, as well as set a Private Affiliate Payout for specific affiliates on the Adsù platform.
<i>Private Affiliate Payout</i>	A Private Affiliate Payout is a commission set by the Advertiser and given to a specific Affiliate which has not been advertised to all Affiliates.
<i>Refunds and Chargebacks</i>	The amount repayable when the customer returns the Advertiser's item or the Advertiser's processing company claws back the transaction for any reason, including but not limited to, for investigation or fraudulent activity.
<i>Tracking Codes/Pixel</i>	This is the programming code Adsù required to be added to the Affiliate 'order successful' process.

2. PARTICIPATION IN ADVERTISERS PROGRAM

- 2.1. Acceptance by an Advertiser:
 - 2.1.1. During this Agreement the Affiliate may apply to Advertiser Programs for the opportunity to earn Payouts by promoting Advertisers in accordance with the Advertiser's Program terms listed or linked to through the Adsù Marketplace and complying with this Agreement.
 - 2.1.2. Upon approval by the Advertiser, the Affiliate may display links to the Advertiser's Website or Website content in accordance with the Advertiser's Program terms and this Agreement.
 - 2.1.3. An Advertiser's acceptance of the Affiliate extends only to the entity, or individual, that enters into this Agreement with Adsù.
- 2.2. Advertiser Program Terms:
 - 2.2.1. The details of an Advertiser's program shall be available through the Advertisers Listing in the Adsù Marketplace.
 - 2.2.2. Transactions qualifying for a Payout will be defined by the Advertiser.
- 2.3. Affiliates and Advertisers may enter into direct contractual relationships through a Click-through Agreement hosted by Adsù and/or other agreement(s).
 - 2.3.1. The parties to these agreements are required to review and to either accept or decline such Click-through Agreement.
 - 2.3.2. Should the Click-through Agreement be accepted, compliance with such, as applicable, is solely the parties responsibility.
 - 2.3.3. The terms and conditions of the Click-through Agreement, as applicable, shall apply only with respect to the Affiliates relationship with that particular Advertiser.
 - 2.3.4. Nothing contained in a Click-through Agreement, as applicable, may conflict with the terms and conditions contained in this Agreement. In the case of such conflict, the terms and conditions of this Agreement shall prevail.
- 2.4. Advertisers are responsible for setting the application method for participation in their program. There are three options available open, apply to promote and Trust Score:
 - 2.4.1. In the case of Open campaigns:
 - 2.4.1.1. Advertisers acknowledge that Adsù accepts no responsibility for any individual who chooses to promote their campaign as an Affiliate.

- 2.4.1.2. The Affiliate acknowledges that in choosing to promote the campaign they must abide by the terms of this Agreement as well as the terms laid out in the Affiliate Terms & Conditions document.
 - 2.4.2. In the case of Apply to Promote campaigns:
 - 2.4.2.1. Advertisers acknowledge it is their responsibility to maintain, monitor and approve Affiliate applications.
 - 2.4.2.2. The Advertiser reserves the right to terminate an Affiliate's access to a campaign in line with the terms of this Agreement and the Advertiser Terms & Conditions document.
 - 2.4.2.3. Affiliates note that the Advertiser has full responsibility for who is and is not approved to any particular campaign, and as such Adsù has no liability to the Affiliate to enforce acceptance or intervene in an Advertiser's decision to reject the Affiliate's application.
 - 2.4.2.4. The Advertisers retain the right to terminate the Affiliates access to the campaign in line with this Agreement and the Advertiser Terms & Conditions document.
 - 2.4.3. In the case of campaigns Limited by Trust Score:
 - 2.4.3.1. Advertisers acknowledge that Trust Score is a guideline metric generated by a computer algorithm and provided by Adsù for use on its self-service platform.
 - 2.4.3.2. Adsù offers no guarantees or confirmation that the results of Trust Score are accurate in the prevention of fraudulent activity or directly correlate to financial success.
 - 2.4.3.3. Adsù offers no guarantee that this metric directly represents the Affiliate's ability to successfully promote a campaign or the long term value of your activity.
 - 2.4.3.4. As a generated metric Trust Score cannot be directly manipulated by Adsù and requests to modify Trust Score ratings or behaviour that is perceived by Adsù to be a direct manipulation of Trust Score will be considered a breach of this Agreement.
 - 2.4.3.5. The Advertiser remains responsible for individual Affiliates promoting their campaigns as specified in the Advertiser Terms & Conditions document.
- 2.5. Advertisers shall have the right to block Affiliates from promoting their program with immediate effect upon notification of the Affiliate breaching the Affiliate Agreement or the Advertiser-Affiliate Agreement or the terms set by the Advertiser (Click-Through Agreement).

3. COMMENCEMENT

- 3.1. This Agreement shall come into force when the Affiliate clicks to obtain the link for any one campaign (and/or associated sub-campaigns) of the Advertiser or is approved on an apply to promote scheme and shall remain in effect unless terminated in accordance with clause 3.2 of any breach of this Agreement by either the Advertiser or the Affiliate or any breach of the Advertiser Terms and Affiliate Terms respectively.
- 3.2. Either party may terminate this Agreement upon giving at least 30 (THIRTY) advanced calendar days written notice in advance to the other party.
- 3.3. Following termination, all traffic will be redirected from the Advertisers Campaigns to the website of another Advertiser on the Adsù platform or directly to the Adsù website and provisions of clause 6 will apply.

4. ADVERTISER PROGRAM DETAILS

- 4.1. The details of the Advertiser Program and any Campaigns shall be contained within the Advertisers "Marketplace Listing."
- 4.2. The Advertiser shall be solely responsible for their website and its content, Adsù does not undertake to review the content on each and every Advertisers Website.
- 4.3. Adsù is, under no circumstances, responsible for the practices of any Affiliate or Advertiser or such Affiliates or Advertiser's Website(s), and/or the content of Affiliates' subscription e-mails and/or the content that an Advertiser makes available through the Marketplace Listing.
- 4.4. Advertisers are required to specify the appropriate geographical regions in which their product can legally be promoted, this may be further restricted at the Advertisers discretion.
 - 4.4.1. An Advertiser is solely responsible for the research and implementation of geographical restrictions on their campaign, Adsù under no circumstances accepts responsibility for the breach of local legislation in the case of promotions being mismanaged by an Advertiser.
 - 4.4.2. Affiliates must, at all times, conform to the geographical restrictions specified by the Advertiser on a per campaign basis.

- 4.4.3. Any sales, transactions, traffic or users provided in geographical locations not accepted on the Campaign will not be eligible for payment and the Advertiser reserves the right to suspend the Affiliates access to the relevant and all related campaigns going forward.
- 4.5. Advertisers are required to provide relevant promotion materials to Affiliates to promote their campaigns, these include but are not limited to; landing pages, banners, emails, offers and adverts.
- 4.6. Advertisers are solely responsible for the content of these Advertisements and it is the Advertiser's sole responsibility to ensure all claims, offers and products/services sold are done so legally in the countries they choose to target.
 - 4.6.1. Adsù provides the opportunity to link to Joint Venture (or JV) pages on a per campaign basis so that the Advertiser may allow Affiliates easy access to the approved resources and ensures that both parties can easily maintain compliance. Adsù recommends that the Advertiser always keep these pages populated and up to date. The Advertiser is solely responsible for all content contained on these pages and Adsù in no way accepts responsibility for any breaches of law or legislation that arise from the use of these materials.
 - 4.6.2. Affiliates must, at all times, use only approved marketing materials that are provided on both the Adsù campaign pages and the JV pages. Should the Affiliate want to create and use their own materials, the Affiliate must contact and gain the approval of the Advertiser before it may be used online. Failure by an Affiliate to gain this permission may result in voided commissions or suspension from the Adsù network and clause 6 of this Agreement will apply.

5. PAYOUTS

- 5.1. It is the responsibility of the Advertiser to supply all payout amounts and terms that will be applicable to each Affiliate that promotes their campaigns.
- 5.2. Adsù accepts no responsibility for errors, incorrect entries or wrong amounts configured in the system by an Advertiser.
- 5.3. The amounts entered in the payout fields should be considered binding in the terms of this Agreement and failure to honour payouts will be considered a breach of both this Agreement and the Advertiser Service Agreement.
- 5.4. Affiliates acknowledge that they are entitled to the payout specified by an Advertiser only they adhere to the terms set in the Campaign, as well as the full terms and conditions of both this Agreement and the Affiliate Agreement on the Adsù website.
- 5.5. Breach of any of the terms and conditions by an Affiliate, could provide the Advertiser with valid grounds to cancel commissions and ultimately suspension from the Adsù platform.
- 5.6. The Advertiser retains the right to utilise the voids facility to remove unwanted actions (and related commissions) of Affiliates who have breached any of the following terms:
 - 5.6.1. Proven fraudulent activity to be determined at the Advertiser's discretion. Adsù may offer advice and guidance on fraudulent activity, where applicable, but this advice should not be considered professional and binding legal advice;
 - 5.6.2. When requested by external law enforcement agencies;
 - 5.6.3. Self-made (by an Affiliate) or test transactions made by either the Affiliate or the Advertiser; and/or
 - 5.6.4. Any other occurrence that Adsù deems acceptable.
- 5.7. Advertiser and Affiliates acknowledge that Adsù will not be responsible or liable for any Affiliate Payouts. These payments remain the sole responsibility of the Advertiser for the duration of time that the Advertiser's Campaigns and/or products and services are available for promotion on the Adsù platform.

6. TERMINATION

- 6.1. The Affiliate acknowledges that a breach of this Agreement will mean that clause 8 of the Affiliate Agreement Terms & Conditions will immediately apply to them and that Adsù may ultimately terminate their access to the platform.
- 6.2. The Advertiser acknowledges that a breach of this Agreement will mean that clause 19 of the Advertiser Service Agreement Terms & Conditions will immediately apply to them and that Adsù may ultimately terminate their access to the platform.
- 6.3. Both Advertiser and Affiliates acknowledge that any action they take to terminate the respective Advertiser Terms and Conditions and Affiliate Terms and Condition will also terminate this Agreement.
- 6.4. Either party may terminate this Agreement upon giving at least 30 (THIRTY) advanced calendar days written notice to the other party to terminate the Agreement.

