

## Terms and Conditions of participation on the Affiliate Program

We/Us/Merchant means Digisec Media Limited who is appearing and acting on this agreement for and on behalf of its affiliates and subsidiaries including Digisec Nordic IPR Limited and Digisec Holding Limited

You/Your/Affiliate means the user of the Merchant Website and participant member of the Affiliate Program

This Agreement contains the terms and conditions that apply to your participation as a member of the affiliate program (the "Affiliate Program") for <http://LoveRevenue.com> (the "Merchant Website"), which is a website owned and administered by or under the authority of Digisec Media Limited. This Affiliate Program is administered by us through a network of operators (the "Affiliate Network"). All such operators will be collectively referred to as "Love Revenue".

THIS IS A LEGALLY BINDING AGREEMENT. BY JOINING THIS AFFILIATE PROGRAM AND RECEIVING AND USING LINKS TO THE MERCHANT WEBSITE, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS SET FORTH HEREIN, DO NOT JOIN THIS AFFILIATE PROGRAM.

### **Enrollment; Eligibility.**

In order to participate in this Affiliate Program you must complete a participant application via <http://www.loverevenue.com/external.php?page=signup>. You will be notified if your application has been accepted or rejected. We reserve the right to reject any application in our sole discretion, without the obligation of giving reasons for any such rejection. If we reject your application, you may reapply at any time. You must be at least 18 years of age (21 in some jurisdictions) to join this Affiliate Program. By submitting an application to participate in this Affiliate Program, you represent, warrant, covenant and agree that:

- All information that you provide to us or Love Revenue in connection with your participant application and/or in connection with your participation in this Affiliate Program is true, complete and accurate.
- You will not hide from us any relevant information in connection with your participant application and/or in connection with your participation in this Affiliate Program which is

necessary for us to accept or reject your application or which is necessary for us to maintain your application and allow your participation in the Affiliate program.

- You have all necessary statutory and any applicable corporate rights and authority to enter into this Agreement and perform your obligations hereunder.
- This Agreement will constitute a legal, binding and enforceable agreement against you in accordance with the terms and conditions herein, and
- Your execution and performance hereunder will not conflict with or result in a breach or violation of any other agreement, arrangement or understanding to which you are bound.

### **Suitability of Affiliate Websites.**

Your websites shall be deemed unsuitable and you may not participate in the Affiliate Program if the websites operated by you violate any of the following Suitability Restrictions. Further, you represent, warrant, covenant and agree that none of your participating websites or any content or technology contained thereon or used in connection with the Affiliate Program will, at any time during the period that you are an affiliate in this Affiliate Program, violate any of the following Suitability Restrictions. In addition, Your participating websites are not and may not be one-click away from any website, content or technology that would violate the Suitability Restrictions. In the event that we believe that you have violated any of the following Suitability Restrictions we may, in addition to all other rights and remedies that we may have, immediately terminate this Agreement and your participation in this Affiliate Program without the need to give advance notice.

“Suitability Restrictions” means that Your website, content or technology will not:

- infringe on our or any other person's or entity's intellectual property (including but not limited to trade marks, service marks, design marks, domain names, designs, patents, utility models, copyright, related/neighborly rights to copyright, *sui generis* rights that are usually associated with copyright, technological measures, and rights-management information systems or applications) publicity, privacy or other rights;
- infringe on any intellectual property of Avid Life, and specifically the **Ashley Madison** brand, or any other third parties;
- fail to state a clear, complete and legally enforceable online privacy policy to your visitors;
- require a username or password to access your websites, without our prior written consent (including via email);

- violate any law, rule, regulation or applicable industry self-regulatory principles or best practices;
- contain any content that is threatening, harassing, defamatory, obscene, harmful to minors, or unlawful;
- contain any content that is or depicts non-consenting or coercive sex (including, without limitation, depictions of sex with individuals who are sleeping or under the influence of drugs or alcohol), incest, bestiality, bondage (where consent of the participants is not clearly depicted), defecation, or sex acts associated with pain or violence;
- contain any content that depicts child pornography, and/or any depiction of underage participants (including participants who are dressed and depicted as underage, even though the participants are clearly adults);
- contain any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- contain material that is false, inaccurate, deceptive, unfair, fraudulent or misleading or that promotes pyramid or similar schemes;
- promote violence or any illegal or immoral activity;
- promote discrimination based upon gender, race, religion, nationality, disability, sexual orientation or age;
- use or promote the use of bulk email or spam, news group, IRC all forms of cookie stuffing (i.e. iframes, obfuscation via a redirect, misleading JavaScript comments, CLICK loading in IMG tags, etc.), or spyware advertising techniques;
- use forums or social media, including, but not limited to, Myspace, Facebook, Twitter and blog postings to drive or generate traffic (this will not prohibit You from generally using forums or social media on your website);
- contain software or use technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of affiliate commissions from another website,
- use any software that gathers information through the customer's Internet connection without his or her knowledge,
- Install spyware on another person's computer, or cause spyware to be installed on another person's computer, or utilize any "opt-out downloads". An "opt-out download" is any software, program, script, tool or element that would automatically download to a user's computer or that would become operative when the user accesses the Internet unless the user takes affirmative action to prevent the download.
- use a context based triggering mechanism to display an advertisement that partially or wholly covers or obscures paid advertising or other content on an Internet website in a way that interferes with a user's ability to view the Internet website, or use browser-

embedded contextual targeting applications or other applications which serve advertisements (pop-up ads and pop-unders, in-browser ads and highlighting of website content and redirecting to websites with similar content, regardless of whether any such advertisements are served directly by you or is provided or purchased from a third-party) on Merchant's or Merchant's competitors websites or on any other website other than your websites.

**Prohibited Activities.** The following activities are strictly prohibited. If you engage in any such activity, we may immediately terminate this Agreement with no further obligation to you, including without limitation the termination of our obligations with respect to any Commission Fees (defined below) outstanding. You may not:

- Engineer your websites in a manner designed to direct or pull Internet traffic away from our Merchant website;
- Attempt to modify or alter our Merchant website in any way;
- Make any representations, either express or implied, or create an appearance that a visitor to your website is visiting our website, e.g., "framing" the Merchant website, without our prior written approval;
- "Scrape" or "spider" any Merchant website or any other website for Merchant Content (as defined below);
- Misrepresent any Merchant product or service;
- Purchase products during sessions initiated through Qualified Links (defined below) on your websites for resale, or commercial use of any kind. Such purchases may result, in our sole discretion, in the withholding of the Revenue Share (defined below) or the termination of this Agreement;
- Use any banners, promotools, or other advertising content to promote the Love Revenue Affiliate Program that has not been provided to you by Love Revenue or approved in writing by Love Revenue;
- Use any of the following in connection with any paid search, pay-per-click, content campaigns or any other cost per click method of search engine advertising: (1) any link, banner or promotool from the Love Revenue Affiliate Program, or any portion thereof; (2) any "Victoria Milan Intellectual Property" which includes the phrases "Victoria Milan", "Love Revenue", "The Victoria Milan Agency", "Relieve the Passion, Find your Affair" or any other names, trademarks, service marks, or slogans or phrases adopted by us in connection with the brand "Victoria Milan"; (3) any misspellings, domain misspellings or derivatives of the foregoing; or (4) any descriptions etc. associated with Victoria Milan including, without limitation, "infidelity", "married dating" etc. (collectively everything

that is mentioned in paragraphs (2), (3) and (4) is to be henceforth referred to as the "Victoria Milan Marks");

- Bid on the Victoria Milan service mark "VICTORIA MILAN" or any of other the Victoria Milan Marks on any search engine. (We require that you add all references to Victoria Milan as a negative in any search campaign to avoid term matching.);
- Use the Victoria Milan service mark "VICTORIA MILAN" or any of the Victoria Milan Marks in any website page titles or meta tags;
- Use the Victoria Milan service mark "VICTORIA MILAN" or any of the Victoria Milan Marks or any derivative or variation thereof in the anchor text or title tag of any backlink linking to the Sponsoring Website.
- Directly link to or use of the phrase "Victoria Milan" or any misspelling, combination or derivative thereof into the root of the display URL under any circumstances, or such use in any part of the URL, including the subdomain, without express written consent of Victoria Milan. Note that should you require the use of Victoria Milan Intellectual Property in your subdomain and we have approved of this use, it will result in lowered Commission Fees for Qualifying Subscriptions (Free Subscribers to our dating sites that have converted their account to paid subscription)to be determined on a case-by-case basis by us in our sole discretion;
- Point traffic from search engine results directly into a page of the Victoria Milan Site or a page of any website that is co-branded with Victoria Milan;
- Place any link, banner or promotool from the Love Revenue Affiliate Program or Victoria Milan-related advertising on any website not owned and/or operated by you unless expressly approved in writing by us;
- Cloak, hide or obscure the true referring URL without our express written consent, including without limitation the use of URL shorteners or "black hat techniques";
- Make use of keyword-stuffing, link exchanges, or any "black hat" SEP techniques to gain organic search relevance or placement on the Victoria Milan Intellectual Property or Victoria Milan Marks;
- Send our advertisements via email blasts or otherwise generate traffic though email marketing without our express approval;

**Prohibited Activities Relating to Ashley Madison**  
**Or Other Third Parties.**

**YOU MAY NOT:**

- Use any “Third-Party Intellectual Property” which includes but is not limited to, names, trademarks, trade dress, service marks, or slogans or phrases adopted by third-parties or any misspellings, domain misspellings or derivatives of the foregoing;
- Use any intellectual property belonging to Avid Life Media, Inc. or Avid Dating Life, Inc. or related to the Ashley Madison brand (collectively referred to as “Ashley Madison”), Gleeden, Illicit Encounters, Second Love, Marital Affairs, Affair Link, Married Affair, Lonely Wife Hookup, C-Date, Flirt Fair, Casual Club, Romance Secreto, Recontres Adulteres, Sidesprang including but not limited to:
  - (1) names, trademarks, trade dress, service marks, or slogans or phrases adopted by Ashley Madison, such as ASHLEY MADISON,
  - (2) the images or any images that are similar to those depicted below and on the attached Exhibit A, which includes any image or depiction of a man or woman making a shush gesture (with his or her hand raising his or her index finger across the front of his or her lips),
  - (3) The phrases “Have an Affair”, or “Life Is Short. Have an Affair.” and any variations thereof in any language,
  - (4) Any image depicting a woman whispering into a man’s ear from any distance such that the faces of both woman and man are visible with a hand raised near the lips of the whispering woman, and
  - (5) any misspellings, domain misspellings or derivatives of the foregoing;

The prohibited images include the following and similar images:





In

addition, unless otherwise agreed to in writing by Us: (i) all traffic from search engines must link to the Affiliate Website; (ii) the Affiliate Website must be owned and/or operated by you; and (iii) the Affiliate Website cannot consist merely of links to the Victoria Milan Site, rather, it must provide a user-experience distinct from that available on the Victoria Milan Site (for example, it must include unique content or services).

Finally, we may impose additional restrictions on the use of any link, banner or promotool from the Love Revenue Affiliate Program and Victoria Milan Intellectual Property and on any other activities pursuant to the Affiliate Program that we determine in our sole discretion to be in our best interest. Such additional restrictions shall be effective immediately upon notice from Love Revenue to you.

#### **Use of Victoria Milan/ Digisec Media owned website Profiles**

You may not use any profiles or other information regarding Victoria Milan users on the Affiliate Website or anywhere else for any reason whatsoever. Nor are you allowed to create fake profiles encouraging users to generate upgrades. Doing so will result in immediate termination of this Agreement and/or suspension of your participation in the Affiliate Program.

#### **Copyrighted Material; Prohibited Uses of any link, banner or promotool from the Love Revenue Affiliate Program and Victoria Milan and Third-party Materials.**

Affiliate Website. You shall ensure that none of the materials utilized or displayed on the Affiliate Website, including your logo, preamble text or photographs or images, infringe upon the rights,

including the intellectual property rights and personality rights, of any third parties. We cannot in any way be held responsible if you use another party's material in violation of the law even if we have approved of such use.

**Use of Victoria Milan or any Digisec Media Intellectual Property Contained in the Integrations.**

As between the parties, you acknowledge and agree that we own all right, title and interest in and to all patents, utility models, designs, copyright, related/neighborhood rights to copyright, *sui generis* rights that are usually associated with copyright, names, trade marks, trade secrets, service marks, design marks, slogans, trade names, trade descriptions, domain names of all types, technological measures and rights-management information systems or applications and other intellectual property in all websites featuring the Victoria Milan Marks, the Affiliate Program, the links, banners or promotools from the Love Revenue Affiliate Program and the Affiliate Tracking Service and any software or other intellectual property provided by Love Revenue **Us** in connection with this Agreement (the "Victoria Milan Intellectual Property"). You shall not take any action inconsistent with such ownership, nor attempt to register any Victoria Milan Intellectual Property in any jurisdiction or any URLs containing in whole or in part any Victoria Milan Intellectual Property.

Your Affiliate Website must be live and online at the time of review. You must provide a full list of all You Affiliate Websites on which You will display or promote the Affiliate Program. We have the right in our sole and absolute discretion to monitor your websites at any time and from time to time to determine if you are in compliance with the terms of this Agreement, and you agree to provide us with unrestricted access to your websites for such purpose. Further, you acknowledge that we have the right to disclose your identity and contact information to law enforcement authorities or aggrieved parties in the event that you have breached this Agreement. We reserve the right to reject sites on Geocities/Yahoo, Angelfire, AOL/Compuserve, MSN, Tripod, Wordpress, or any other free web host, or any web host on which the content is not in compliance with the host's terms and conditions or for any other reason in our sole and absolute discretion. You acknowledge we may receive information about visitors you refer, and your participation in our Affiliate Program constitutes your unconditional consent and authorization to access, receipt, store, use, and disclose any and all such information, in accordance with the Privacy Policy listed on our web sites.

The domain registration or "whois" information pertaining to any of your sites shall contain current and accurate contact information so that a third-party could have a reasonable expectation of reaching you during normal business hours by telephone, mail, facsimile and/or email; and You will not use a private or proxy registration service on any of your domains and



Your domain registration information will be readily accessible via a publically available Whois lookup service.

Should you be based in Canada or the United States of America or should your web properties or activities be covered by Canadian or US legislation or jurisdiction, you agree to fully comply with the United States Code, Title 18, Part 1, Chapter 110, Section 2257, also known as 18 USC 2257 et seq, (hereinafter "2257") including but not limited to its notice and record-keeping requirements, as a condition precedent to your participation in the Affiliate Program or providing any traffic or links from your web pages to our site. You agree to immediately provide to us as requested, in our sole discretion, record keeping documents and data needed for us to comply with 2257 or for us to audit, from time to time, your compliance with such statute. Otherwise you hereby agree that you shall adhere with any other equivalent applicable legislation to which you may be subject to.

#### **Right to Use Merchant Content.**

Subject to the terms and conditions herein, we hereby grant to you, during the term hereof, a limited, non-exclusive, non-transferable, revocable, non-sublicenseable, non-assignable right to access the Merchant Website through Qualified Links provided by us from time to time, and use and display the Merchant Content (as defined below) that we may make available to you from time to time solely as provided to you through the Affiliate Network and solely for the purpose of generating the sale of Merchant's products from your website that we have approved and solely in connection with your participation in this Affiliate Program. Any attempt to sublicense, assign or transfer this right is void. You may not authorize any sub-affiliates to promote the Affiliate Program without our prior written consent. If You allow any sub-affiliate to promote the Affiliate Program you hereby agree to accept full and absolute responsibility for all actions or inactions of your sub-affiliates and to provide full indemnification for any costs, fees, expenses or liabilities which may arise from the actions or inactions of your sub-affiliates. We may terminate your rights to use the Merchant Content for any reason at any time in our sole and absolute discretion.

A "Qualified Link" means a link from your website to our website using one of the URLs or graphic links provided by us (or through the Affiliate Network) for use in the Affiliate Program that allows Love Revenue to track the use of such links by your visitors. All Qualified Links that you will use in the Affiliate Program will be provided to you from the Affiliate Network or by other means selected by us, and only valid Qualified Links generated by the Affiliate Network or by us will be tracked for purposes of determining the commission that you may be eligible to receive on sales of products generated through your website. The numbers provided by us shall

be the sole and definitive numbers used for any reporting purposes. Except for the right to use the Merchant Content provided to you by us hereunder, we are not granting you any rights in, and you represent, warrant, covenant and agree that you will not use, in any manner, any trademarks, service marks, trade names, logos, banners, buttons, graphics, digital images, text, or other content or materials owned or controlled by us.

You may only use the Victoria Milan Intellectual Property as provided by Love Revenue, and shall not alter the Victoria Milan Intellectual Property in any way that is not approved in writing by us. We have the right, but not the obligation, to monitor the quality of your use of the Victoria Milan Intellectual Property. All uses of Victoria Milan Intellectual Property and Victoria Milan Marks must portray the brand Victoria Milan favorably. This includes, without limitation, reviews of Victoria Milan services, and any comments posted to your site by users. We reserve the right to remove you from the Affiliate Program, at our sole discretion, any sites that we believe to be damaging or inconsistent with the Victoria Milan Marks or brand. Any references to the Victoria Milan Intellectual Property shall contain the appropriate trademark, copyright or other legal notice provided from time to time by us. Upon our request, you will immediately cease use of any and all Victoria Milan Intellectual Property on the sponsoring website and elsewhere.

Upon termination of this Agreement, for any reason, you shall immediately cease using, displaying or otherwise maintaining any interest in the Merchant Content. For purposes of this Agreement "Merchant Content" means any and all trademarks, service marks, trade names, logos, banners, buttons, digital images, graphics, text and other content and material which we may, in our sole discretion, make available to you in connection with this Affiliate Program from time to time.

### **Special Offers.**

From time to time, we may post on the Affiliate Network special offers ("Special Offers") to pay certain members of the Affiliate Program, chosen at our sole discretion, a specified referral fee on sales of certain products. The terms of a Special Offer, as posted on the Affiliate Network or otherwise communicated to such members, shall be governed by the terms and conditions of this Agreement. However, in the event of any conflict or inconsistency between the terms of the Special Offer and the terms of this Agreement, the terms of the Special Offer shall govern. A special offer will often be for a limited time period only and the Affiliate Network can terminate any special offer, at any time, at our sole discretion.

Advance notice of promotions, sales and special events is Confidential Information of ours until such events are publicized by us. From time to time you may be given prior notice of such events

so that you may prepare content on your Website. The existence of such event and any Merchant Content provided to you is Confidential Information and may not be disclosed by you prior to the date specified by us. You also agree upon notice to promptly remove any Confidential Information from your site upon our request.

### **Merchant Content Usage Restrictions.**

IF YOU FAIL TO COMPLY WITH ANY OF THE RESTRICTIONS IN THIS AGREEMENT, AT OUR SOLE DISCRETION, YOU SHALL FORFEIT ANY COMMISSIONS OR OTHER PAYMENTS OTHERWISE EARNED BY YOU DURING SUCH TIME THAT YOU ARE NOT IN COMPLIANCE.

No Keyword Purchasing. You agree that you will not purchase or bid for the placement of our name or trademarks or any variation or misspelling thereof within any third party search engine or portal, including but not limited to AOL.com, Yahoo.com, MSN.com and Google.com., ask.com and miva.com. You further agree that you will not purchase or bid for the placement of any Ashley Madison name or trademarks or any variation or misspelling thereof within any third party search engine or portal, including but not limited to AOL.com, Yahoo.com, MSN.com and Google.com., ask.com and miva.com.

Search Engine and Advertising Restrictions. You also agree to the following additional search engine advertising rules:

- all advertisements by you must be directed to your site or a page within your site,
- none of your advertisements may link directly to the Merchant Website or any page within the Merchant Website,
- you will not show the Merchant Website URL as the URL in your ads,
- you will not use the words "official site" or words to similar effect in connection with any use of our trademarks, or otherwise suggest or imply that your site is an official Merchant site or partner, and
- You will stop bidding on any keyword term or use any other marketing technique, which we deem inappropriate for any reason, at our request and sole discretion.
- If you are to engage in media buying from any advertising network, please make sure your website complies with such network's policy (i.e. [Google Adwords Advertising Policies](#)), failure to do so will be grounds for the termination of this agreement.

### **Trademark and Look and Feel Restrictions.**

Additionally, you agree that:

- you will not include any name, trademark, trade name, service name, logo or similar business identifier, or any variation or misspelling thereof, which is owned or controlled by us in any domain name, email address, or similar identifier used by you;
- you will not include any name, trademark, trade name, service name, logo or similar business identifier, or any variation or misspelling thereof, which is owned or controlled by Victoria Milan in any domain name, email address, or similar identifier used by you
- you will not alter or attempt to alter the look, feel, content, features or functionality of the Merchant Website;
- you will immediately substitute or remove any Merchant Content from your websites at our request;
- your websites will not in any way copy or resemble the look, feel or content of the Merchant Website or create any impression that your websites are part of the Merchant Website;
- You will not purchase or contract with any other person or entity to exploit any name, trademark, trade name, service name, logo or similar business identifier, or any variation or misspelling thereof, which is owned or controlled by us for any purpose;
- You will not use any Merchant Content in a manner which links or otherwise directs potential customers to any website other than the Merchant Website; and
- You will not attempt to intercept or redirect potential customers from or on the Merchant Website or any other website participating in this Affiliate Program.

### **Promotion Codes & Coupons; Hidden Pages**

You may not, without our prior written consent, utilize any promotion, promotion code, coupon, rewards/points program or other promotional opportunity that is not specifically authorized for Merchant's Affiliate Program and explicitly authorized for your use. From time to time, we will issue promotional offers to our customer base via email directing visitors to “hidden” pages on sites in the Victoria Milan network. “Hidden” pages are defined as any page not directly linked to from the home page or any category or product pages. Products offered on these “hidden” pages are not eligible for the Revenue Share. Affiliates are restricted to sending traffic to specified landing pages outlined in their affiliate account and may not make use of unlisted or “hidden” pages by modifying the link code to include link identification numbers specific to their account. Coupon codes that are to be used on our network of sites, unless authorized, are not to be used by affiliates.

### **Communications with Consumers**

You may not, without our prior written consent:

- generate or send any email messages, text or mobile messages, or other electronic messages ("Electronic Messages") using or containing our name or logo, or any variation thereof, or any of our trademarks or products, or any of the Qualified Links or URLs provided to you as part of the Affiliate Program;
- send any Electronic Messages that in any way suggests or implies or misleads or is likely to mislead (including without limitation, via the return address, subject heading, header information or message contents) a recipient into believing that we or any related entity was the sender or sponsor of such email or procured or induced you to send such email;
- forward, redistribute, or otherwise repurpose any electronic messages that we send our customers or members of the Affiliate Network, and
- Generate or send any unsolicited email (spam) under this Agreement or any email in violation of applicable law, including Maltese law and any law to which you or your website properties and activities may be subject to such as, but not limited to, the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA) or the United States CAN SPAM Act of 2003, as amended (CAN SPAM) (including any amendments or successor laws) or any other applicable federal or provincial laws or regulations.

### **Property Ownership Rights.**

You acknowledge and agree that we retain all rights, title and interest in and to all property rights embodied in or associated with the Merchant Content. You represent, warrant, covenant and agree that you will not, and will not assist any third party to, now or in the future, (i) take any action challenging or otherwise inconsistent with our ownership of, or other right in, the Merchant Content, or (ii) register or attempt to register any trademark, service mark, logo, trade name, domain name, similar business identifier or any other sign or type of intellectual property, that contains any name, trademark, service mark, logo, trade name or other content or material owned or controlled by us or any derivation, including misspellings, thereof. All goodwill and benefits accruing from the use of the Merchant Content will automatically vest in us. You agree to cooperate with us and to take any additional actions reasonably requested by us to effect, perfect or confirm our rights, title and interest in the Merchant Content.

### **Operation and Maintenance of the Merchant Website.**

You acknowledge and agree that we will accept or reject, in our sole and absolute discretion, all orders by customers for merchandise placed on or through the Merchant Website. You further acknowledge and agree that

- you do not have any authority to make or accept any offer or commitment on behalf of us,
- we cannot, and do not, guarantee the availability of any merchandise or other services offered for sale on the Merchant Website, and
- We are solely responsible for all pricing, merchandising, order processing, order fulfillment, shipping, returns and all other aspects of the Merchant Website and the sale of merchandise thereunder.

Customers who access the Merchant Website will be deemed our customers. Accordingly, all of our then applicable rules, policies and procedures concerning orders, returns, refunds, discounts, customer service, privacy and other terms of use and sale will apply to such customers. As between the parties, all information obtained through the use of the Merchant Website shall be our exclusive property.

We may change our policies and operating procedures at any time in our sole discretion. For example, we will determine the prices to be charged for products sold under the Affiliate Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product or the error-free or uninterrupted operation of our website.

### **Commissions Payments**

During the term of this Agreement, we agree to pay you a commission (the "Revenue Share" or "CPA") of Net Revenue (as defined) determined pursuant to the schedule set forth in the Affiliate Program overview/description materials posted on the Affiliate Network or otherwise provided by us; provided, however, that from time to time there will be extra incentives for different offers with a higher Revenue Share or CPA at our sole discretion. No commission will be paid for purchases by you or anyone within your organization. We reserve the right, at our sole discretion, to change, modify, add or remove portions of this commission structure at any time without notice. For purposes of this Agreement, "Net Revenue" means all cash consideration (not including any portion of payment made through the redemption coupons or credits, or the purchase of gift certificates or gift cards) from products sold in a transaction resulting directly from a Qualified Link tracked by Love Revenue from your website to the Merchant Website in accordance with this Agreement, where the customer purchases such product, less all taxes and other value-added service charges, returns and chargebacks. You acknowledge and agree that we will not be obligated to pay any revenue share unless we actually receive full payment for

such order and such order is not later determined in our sole discretion to be fraudulent, invalid or results in a chargeback.

A transaction may be deemed to be resulting directly from a Qualified Link tracked by Love Revenue from your website to the Merchant Website if:

- Such purchase is made during the time period set forth by us through the Affiliate Network after the customer has initially entered our website through your tracked Qualified Link ("Revenue Share Time"). After the Revenue Share Time, we will not pay referral fees on any products that are added to a customer's shopping cart after the customer has re-entered our website (other than through a Qualified Link from your website), even if the customer previously followed a link from your website to our website.
- Your tracked Qualified Link is the most recent referral to the Merchant Site prior to such purchase among all marketing channels tracked by us. If we are able to track a referral from another marketing channel (e.g. another affiliate, comparison shopping engine, paid search, banner advertisement or any other trackable marketing channel) that is more recent than your Qualified Link, then the resulting purchase will be deemed to not be directly resulting from your tracked Qualified Link.

All determinations of Qualified Links and whether a referral fee is payable will be made by us and Love Revenue and will be final and binding on you.

Subject to the terms and conditions of this Agreement, we will pay you the above-described Revenue Share on the 1<sup>st</sup> and 15<sup>th</sup> of the calendar month or the following Monday should any of those dates fall on the weekend. All commissions earned will be paid out with a two week delay, in order to account for any chargebacks that may arise in this time period. We will send, or cause to be sent, the Revenue Share earned, less any taxes or other amounts that we may be required by law to withhold. Affiliates may request payout on your owed balance at any time. Only those amounts which have been requested or which exceed the predetermined threshold will be fulfilled. Affiliates are not eligible to request a payout until the balance owed exceeds 100.00 EUR (one hundred Euros).

Available payment methods include:

Payoneer- No charge

Wire Transfer - A 20€ (Twenty Euros) fee for amounts less than 500.00 EUR (five hundred Euros)

No interest will be paid on any such amount held by us. If a Revenue Share payment is made hereunder and relates to a payment that is later charged back by the customer or determined to have been generated in violation of this Agreement, the applicable Revenue Share will be deducted from the next applicable payment hereunder. If any portion of such Revenue Share cannot be recovered through a deduction, we will invoice you for such amount and you agree to pay this amount within 30 days after receipt of such invoice. Upon termination of this Agreement, we will send, or cause to be sent, to you, the total amount of Revenue Share then owed to you as of the termination date. The final Revenue Share payment may be withheld by us for a reasonable period of time to ensure that the correct amount is to be paid after making any adjustments that may be required, including, but not limited to, adjustments for charge backs. We reserve the right to correct, update, modify or reject any transactions or deduct any amounts based upon clear errors, inaccuracies or omissions in the information provided to you.

#### **Love Revenue Tracking.**

We will track sales made to customers who purchase products using Qualified Links that you will generate through Love Revenue using TMM's (Too Much Media LLC.) or another provider's technology, from your website to our website, and reports summarizing this sales activity will be available to you also through the Affiliate Network. The form, content, and frequency of the reports are limited to those reports and capabilities available through the Affiliate Network and may vary from time to time in our and Love Revenue's reasonable discretion. Changes may be made throughout the month to the reporting format, timing, or types of reports available to the members of our Affiliate Program. To permit accurate tracking, reporting and fee accrual, you must ensure that the links between your website and our website are properly formatted. In addition, we are unable to track or provide you credit for sales from customers that are referred to us with browsers that do not have their cookies setting enabled. You hereby agree not to disclose the information contained in Love Revenue reports regarding us to any third party without our prior written consent and that such information is the property and Confidential Information of ours.

You represent, warrant, covenant, and agree that you are a member of Love Revenue's network affiliate program, and you will not bypass, modify, circumvent, impair, disable or otherwise interfere with any links, web beacons, cookies or other technology provided by us or Love Revenue.



## **Responsibility for Your Websites and Your Participation.**

You will be solely responsible for the development, operation, and maintenance of all websites that are linked to the Merchant Website hereunder and for all content, technology and other materials that appear on such websites. You acknowledge and agree that you are responsible for complying with all of the terms and conditions hereof and all applicable laws, rules and regulations.

You represent, warrant, covenant, and agree that:

- you will not state or imply that we sponsor, endorse, sanction or otherwise approve your website or any of your products or service;
- you will not state or imply that you are an affiliate, associate, partner or agent of ours or otherwise take any action that could reasonably cause customers confusion as to our relationship with you;
- you will not take any action that could reasonably cause customers confusion as to the website on which any data collection, purchase transaction or other functions are occurring, at all times during and after the term of this Agreement, you will protect all of our and Love Revenue's Confidential Information (as defined below) that you obtain or otherwise have access to with the same degree of care that you use to protect your own confidential and proprietary information but in no event less than a reasonable standard of care;
- You will only use our and Love Revenue's Confidential Information to the extent necessary to perform your obligations hereunder
- You will not use or display any trademark, service mark, logo or other content of Love Revenue or any third-party without permission or infringe any of Love Revenue's or any third-party's technology rights; and
- You will promptly notify us and Love Revenue of any malfunctioning of the Qualified Links or other problems with your participation in the Affiliate Program.

We disclaim all liability for all above matters. Further, you agree to defend, indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorney's fees and Court-related costs) relating to the development, operation, maintenance or content of your website or any content, information, practice or technology used by you in connection with your business.

For purposes of this Agreement, "Confidential Information" means all non-public information provided or obtained by you about us, including, without limitation, all customer information, and all business and sales information related to transactions through this Affiliate Program.

**Violation of Terms and Affiliate Indemnification.**

Violation of any of the terms, conditions or prohibitions contained in this Agreement may result in, among other things, the immediate termination of this Agreement and the commencement of an action by us against you seeking, without limitation, injunctive relief, and the recovery of actual, statutory and punitive damages.

IF YOU VIOLATE THE TRADEMARK RIGHTS OF ANY THIRD-PARTY, INCLUDING VICTORIA MILAN'S TRADEMARKS, SERVICE MARKS, TRADE DRESS, OR USE THE IMAGES AND WORDS CONTAINED ON EXHIBIT A, THAN YOU AGREE TO PAY AS LIQUIDATED DAMAGES THE AMOUNT OF \$10,000 USD AND YOUR ACCOUNT WILL BE IMMEDIATELY TERMINATED. YOU HEREBY AGREE THAT THIS LIQUIDATED DAMAGES AMOUNT IS FAIR AND REASONABLE UNDER THE CIRCUMSTANCES AND IS AN ACCURATE ESTIMATE OF THE DAMAGES THAT WE WILL INCUR DUE TO YOUR BREACH.

You, at your own cost and expense, will indemnify, defend and hold harmless, us and our parent, subsidiaries and company affiliates, and each of their respective directors, officers, employees, agents, successors and assigns against any claim, suit, action, judgment, liability, loss, cost, expenses and other damages (even if such claims are groundless, fraudulent or false), including reasonable attorney's fees, based upon or in connection with any breach or alleged breach of your representations, warranties, covenants agreements, or obligations hereunder, your websites or related business, or any content, technology or other materials displayed or contained thereon, including but not limited to with respect to claims of misappropriation or infringement, your failure or alleged failure to comply with any applicable law, rule or regulation, claims for unsolicited email, spamming or violation of all applicable legislation including but not limited to the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA) or the United States CAN SPAM Act of 2003, as amended, your misuse, unauthorized modification or unauthorized use of the services or materials provided by us or Love Revenue hereunder, or any actual or alleged wrongful or negligent act or omission by you.

**Term and Termination.**

This Agreement shall automatically terminate on the date on which we no longer maintain or you are no longer a member of the Affiliate Program contemplated hereunder. Additionally, either party may terminate this Agreement at any time and for any reason by providing notice (including via e-mail) to the other party. We may also terminate this Agreement immediately, without notice, if we determine, in our sole discretion, that you have breached this Agreement or that your website(s) is unsuitable to participate in this Affiliate Program. If you do not generate at least fifty (50) click-throughs or at least one sale per month through Qualified Links, you may be removed from the Affiliate Program. Either party may terminate a Special Offer at

any time, by deleting its acceptance through the Affiliate Network; and such termination of a Special Offer shall not be deemed a termination of this Agreement or any other Special Offers.

Upon termination of this Agreement, you will immediately cease use of, and remove from your website, all links to our website and all Merchant Content.

You are only eligible to earn a Revenue Share on sales of products occurring during the term of this Agreement, and referral fees earned through the date of termination will remain payable only if the related orders are not canceled or returned by a customer. In addition, we may invoice you for Revenue Share that was paid to you prior to termination if those referral fees relate to products that are subsequently canceled or returned by a customer or as a result of your violation of this Agreement. In the event an overpayment is made by us, you agree to promptly remit such overpayment to us upon notification by us. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

### **Modification of Agreement**

We reserve the right to modify this Agreement, at any time in our sole discretion, by posting a change of notice or a new agreement on the Affiliate Network, and, if applicable, on the Merchant Website. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOU AGREE THAT YOUR SOLE RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THE MERCHANT CONTENT AND PARTICIPATION IN THIS AFFILIATE PROGRAM FOLLOWING ANY MODIFICATION OF THIS AGREEMENT SHALL CONSTITUTE CONCLUSIVE AND BINDING ACCEPTANCE TO ANY MODIFICATION OR NEW AGREEMENT. It is in your own interest to regularly check the contents of this agreement so as to be aware of any amendments which may have been made.

Warranty Disclaimer.

WE MAKE NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES, WITH REGARD TO THE PRODUCTS OR SERVICES SOLD THROUGH THE MERCHANT WEBSITE, THE OPERATION AND MAINTENANCE OF THE MERCHANT WEBSITE OR THE AFFILIATE NETWORK, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO REPRESENTATION THAT THE

OPERATION OF THE MERCHANT WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE.

**Limitation of Damages.**

WE WILL NOT HAVE ANY LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), PRODUCT LIABILITY OR OTHER THEORY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY LOSS OF REVENUE, DATA OR PROFITS ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT OR THE AFFILIATE PROGRAM. FURTHER, OUR AGGREGATE LIABILITY ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT OR THE AFFILIATE PROGRAM WILL IN NO EVENT EXCEED THE TOTAL REVENUE SHARE PAID OR PAYABLE BY US TO YOU UNDER THIS AGREEMENT DURING THE PRECEDING SIX (6) MONTH PERIOD PRIOR TO THE DATE SUCH LIABILITY AROSE. ALL CLAIMS MADE HEREUNDER BY YOU AGAINST US SHALL BE MADE WITHIN 120 DAYS OF THE ACT OR OMISSION THAT FORMS THE BASIS OF SUCH CLAIMS.

**Independent Contractors.**

We, you, and Love Revenue are each independent contractors and nothing in this Agreement or in any Love Revenue affiliate program documents is intended to or will create any form of partnership, joint venture, agency, franchise, sales representative, or employment relationship.

**Press Release; Publicity.**

You agree that you will not issue any press release or make any other similar public announcement that in any way makes any reference to us or to this agreement without our prior written consent, which consent may be withheld in our sole discretion.

**Force Majeure.**

Our performance under this Agreement shall be excused to the extent that such performance is hindered, delayed or made commercially impractical by causes beyond our reasonable control.

**Headings.**

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify, or place any construction upon or on any of the provisions of this Agreement.

**Assignment.**

You may not assign this Agreement or any of your rights or delegate any of your obligations under this Agreement, by operation of law or otherwise, without our prior written consent, and any such attempted assignment shall be void. Subject to such restriction, this Agreement will be

binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

**Waiver.**

Our failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**Independent Investigation.**

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

**Entire Agreement.**

This Agreement and the represents the complete agreement and understanding between us and you and supersedes any other oral or written communications or understandings between us and you regarding the subject matter hereof. No amendment or modification to this Agreement will be binding upon us unless agreed to by an authorized representative of Love Revenue. The Revenue Share schedule and any terms or other restrictions provided to you during your participation in the Affiliate Program will be deemed incorporated herein.

**Governing Law.**

This Agreement will be governed by and construed in accordance with the substantive laws of the country of Malta. Any lawsuit relating to this Agreement must be brought in the courts located in Malta.

-- End Of Agreement --