

Affiliate Terms and Conditions

BY SIGNING UP WITH THE DashThis (“www.dashthis.com/”, “DashThis”, “we”, “us” and “our”) AFFILIATE PROGRAM (“Program”), YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS (“Agreement”). YOU HEREBY AGREE THAT YOU HAVE READ AND UNDERSTOOD ALL THE CLAUSES OF THIS AGREEMENT AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS HEREIN. The terms of the Agreement form the entire contract between the parties in relation to its subject matter.

YOU (“You”, “Affiliate”, or “Affiliates”) AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU, AND THIS AGREEMENT IS ENFORCEABLE AGAINST YOU.

This is a legal agreement between you (either an individual or a legal entity), and DashThis (*a Moment Zero inc brand*) and its authorized service provider(s), distributor(s), promoter(s), and reseller(s). This Agreement outlines the rules and regulations of the Program.

By clicking the button “Sign up” during registration on our Platform, you represent that you are over 18 years old and agree to the terms of our Privacy and Cookies Policy and this Agreement. If you are acting on behalf of a company when accepting this Agreement and the Privacy and Cookies Policy, you also hereby declare to be authorized to perform such legal actions on behalf of that company (herein the term “you” shall mean the relevant company).

DashThis reserves the right to approve or reject any Program application at its sole and absolute discretion. Acceptance of your application to the Program is at DashThis sole discretion and neither DashThis nor its authorized representatives shall hold any liability to you in the event that your application is rejected.

TERMS AND CONDITIONS OF THE ACCOUNT

1. You must provide your legal full name, a valid email address, and any additional information requested in order to complete the signup process.
2. You are responsible for maintaining the security of your account and password. DashThis cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
3. You are responsible for all content posted and activity that occurs under your account. 4. Each legal entity may control no more than one Program account unless expressly authorized. 5. You may not use the Program for any illegal or unauthorized purpose. You must not, in the use of the Affiliate account or Program, violate any laws in your jurisdiction (including but not limited to copyright laws).
4. You may not use the Program to gain a discount on DashThis products for your own use or that of any affiliate or company in the same group or with common ownership of any kind. All sales must be to entities on an arm’s length basis only. Failure to comply with this condition will make any affected sales Commission repayable with immediate effect.

5. Paid Ads Policy:

You may not:

- use your affiliate link in any paid media. This includes advertisements such as search engine ads, Facebook or Instagram ads, or anything similar that would compete or otherwise cannibalize DashThis' marketing and cause confusion for potential customers.
- bid in your pay-per-click campaigns on keywords such as DashThis.com, Dash This, DashThis coupons, DashThis discounts, DashThis, www.DashThis, www.dashthis.com, and/or any misspellings or similar alterations of these, be it separately or in combination with any other keywords. In order to use any DashThis related keywords through paid advertising you need prior approval from one of DashThis' affiliate managers and direct the traffic from such campaigns to your own website prior to redirecting it to our website.
- use "doorway pages" in such instances or overall as part of DashThis promotional activities is also strictly prohibited.
- transmit any so-called "interstitials," "Parasiteware," "Parasitic Marketing," "Shopping Assistance Application," "Toolbar Installations and/or Add-ons," "Shopping Wallets" or "deceptive pop-ups and/or pop-unders" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited the DashThis Website (i.e., no page from our site or any DashThis content or branding is visible on the end-user's screen). As used herein a. "Parasiteware" and "Parasitic Marketing" shall mean an application that:
 - (a) through accidental or direct intent causes the overwriting of Affiliate and non-Affiliate Commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email;
 - (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, Commission tracking cookies to be put in place or other Commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given Internet search and directory engines (services referred here as examples include, but are not limited to, Google, MSN, Yahoo, Hotbot);
 - (c) set Commission tracking cookies through loading of the DashThis site in IFrames, hidden links and automatic pop ups that open websites;
 - (d) targets text on websites, other than those sites 100% owned by the application owner, for the purpose of contextual marketing; or
 - (e) removes, replaces or blocks the visibility of affiliate banners with any other banners, other than those that are on websites 100% owned by the owner of the application.

You may:

review DashThis on your Blog and YouTube channel, add banners and share your link with your clients and social media followers PROVIDED THAT you comply at all times with the terms and conditions of any third party sites which you use for affiliate marketing.

- Abuse, gaming, and policy violations will result in having your account banned and any existing and future Commissions forfeited.
- Or any other use that may be regarded as fraudulent according to common online marketing practice according to generally accepted industry specific code of conducts and guidelines (such

as of IAB Europe)

- If you have any questions about campaigns and promotions please contact us at affiliate@dashthis.com
If you contravene any part of this section, you will be considered to be in material breach of the

6. Compliance with Laws & Industry specific guidelines

As a condition to your participation in the Program, you agree that while you are an Affiliate, you will comply with all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, or other requirements as well as industry specific code of conducts and guidelines (such as of IAB Europe). (collectively, “Laws”) of any governmental authority that has jurisdiction over you, whether those Laws are now in effect or later come into effect during the time you are an Affiliate or participating in the Program, including, without limitation, during the application process. Without limiting the foregoing obligation, you agree that as a condition of your participation in the Program, you will comply with all applicable federal, state or other Laws that govern marketing email, including without limitation, *the e-Privacy Directive, the CAN-SPAM Act of 2003 and all other anti-spam laws.*

7. COMMISSIONS AND PAYMENT

Commission for Affiliates becomes due where a customer signs up for DashThis products and services using your unique Affiliate link on a bona fide, arm’s length basis and does not cancel without liability in accordance with DashThis Terms of Use (“**Commission**”). The percentage of the Commission and our other rewards is as notified to you by DashThis from time to time in writing.

Affiliate commissions are approved if they are considered valid in the month after the sale. Payouts for each month’s commission are processed on the 15th day of the following month. If the 15th day falls on a weekend or a public holiday, we will process the payment on the next business day, as long as there are no issues with any of the customers that the Affiliate has referred. If there is any issue, we have the right to withhold the payment, run an investigation, and release the payment once we are satisfied with the investigation.

We reserve the right to have a manual review of a commission generated for products not bought on the website, prior to pay out. This may delay the payout date by a reasonable length of time. In those cases, we assess the active involvement of the Affiliate in working with the client to keep the subscription active. If we determine in our sole discretion that the Affiliate is not actively working with the customer to keep the subscription to DashThis products and services, the Commission

payments may be terminated by us without liability under this Agreement.

In case of a refund, the Commission will not be payable, and if already paid, it will be adjusted from the next payout. If there is no next payout within the next 30 days, then the Affiliate will be liable to pay back the Commission immediately. Failure to make payment of a Commission paid out in error will entitle us to terminate this Agreement and claim for damages. DashThis also reserves the right to charge interest on owed payments to the maximum amount allowable by applicable law and engage debt collection agencies to retrieve such monies, the cost of which will be charged to you in addition to the debt and any accrued interest.

Our standard Payout method is Paypal. The minimum payout of Commission is \$150 (Hundred Fifty US Dollars) via Paypal. If payout for large amounts of commissions (over 1000 USD) is preferred via ACH / wire, please contact our team at affiliate@dashthis.com to discuss the options.

Affiliate Commission payouts are paid for as long as the referral is a DashThis customer, this rule is valid for all products purchased through the DashThis website.

We reserve the right to remove abandoned Affiliate accounts from our system and terminate this Agreement with immediate effect if your balance is equal to or less than the minimum payout threshold, after a 6 month period of inactivity. In this case any accumulated Commissions below the minimum payout threshold will be forfeited. Abandoned Affiliate accounts are defined as any Affiliate account whose Affiliate dashboard has not been logged into for a period of 6 months and/or has no transactions posted during a period of six months.

Where you refer a customer who is a prior client of DashThis, the payout of Commission will be subject to manual review and approval by us in our sole discretion.

Coupon / Rebate site(s) are subject to manual approval and, if accepted, earn a Commission at a % rate communicated to you by us from time to time via our marketing.

We reserve the right to withhold payments to any suspicious Affiliate, request KYC details and/or run through due diligence to ensure the Affiliate's traffic & methods are safe for the DashThis brand.

For the avoidance of doubt, Self-referrals will not count as a qualified "referral" and therefore will not be eligible for Commission.

Any kind of tax payable by the Affiliate on Commission is the responsibility of the Affiliate and we will not gross up any Commission in any circumstances.

If you have any referral cases you would like to discuss please contact us at affiliate@dashthis.com.

We reserve the right to set-off any amounts owing to us against Commission payments in cases where Commission payments have either been made erroneously or due to a misrepresentation by you. We reserve the right to counterclaim in all such circumstances.

8. Affiliate Responsibilities

Approved Affiliates will be solely responsible for the development, operation, and maintenance of their site in connection with the Program and for all materials that appear on such site. By way of example, but not limited to, you will be solely responsible for:

- The technical operation of your site and all related equipment;
- Ensuring the display of links to DashThis products and services on your site do not violate any agreement between you and any third party (including, without limitation, any restrictions or requirements placed on you by a third party that hosts your site);
- The accuracy, truth, and appropriateness of materials posted on your site (including, among other things, all service-related materials and any information you include within or associate with links to DashThis);
- Ensuring that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights);
- Ensuring that materials posted on your site are not libelous or otherwise illegal; and ● Ensuring that your site accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

9. Termination

Your Affiliate application and status in the Program may be suspended or terminated for any of the following reasons:

- Inappropriate advertisements, including, without limitation, false claim(s), misleading hyperlinks, brand bidding (PPC), and the like; Spamming (mass email, mass newsgroup posting, etc.);
- Advertising on sites containing or promoting illegal activities;
- Failure to abide by the Federal Trade Commission guidelines and regulations, or any applicable Laws;
- Violation of the DashThis Brand, or any DashThis intellectual property rights, including, without limitation, copyright or trademark, or any abuse or misuse of our intellectual property rights;
 - Manipulating or influencing any customer with wrong ideas to earn the Affiliate Commission;
 - Repetitive self-referrals, fraudulent transactions, or suspected Affiliate fraud; or
 - If the DashThis or any Affiliate manager team does not feel comfortable in their sole and absolute discretion about its brand value with the Affiliate's promotional method(s).

We, in our sole and absolute discretion, have the right to suspend or terminate your account and refuse any and all current or future use of the Program or any other DashThis service for any reason at any time. Such termination will result in the deactivation or deletion of your Affiliate account and/or denial of access to your account, and the forfeiture and relinquishment of all potential or to-be-paid Commissions in your account earned or suspected to be earned through fraudulent or illegal sales or marketing methods, or overly aggressive, questionable sales or marketing methods, as determined by DashThis in its sole and absolute discretion. DashThis reserves the right to refuse service to anyone for any reason at any time.

In addition to the foregoing, DashThis reserves the right to terminate any Affiliate account at any time without disclosing the reason.

10. Right of Audit

DashThis or its designees will have the right at all reasonable times to review, audit, examine, and copy the books and records of the Affiliate. If an audit should reveal that genuine referrals have been misrepresented in any report to DashThis,, then the Affiliate will immediately pay to DashThis the amount overpaid upon demand with interest at the highest rate permitted by applicable Laws. If an audit discloses an overpayment in any report of 3% or more as a result of any Affiliate misrepresentation, the Affiliate must, in addition, reimburse DashThis for all costs and expenses connected with the audit (including, without limitation, reasonable accounting and attorneys' fees and costs). These remedies are in addition to any other remedies DashThis may have at law or in equity.

11. Identifying Yourself as a DashThis Affiliate

You may post or advertise your participation in the Program. However, you may not in any manner misrepresent or embellish the relationship between you and DashThis, including, without limitation, expressing or implying that you develop the service DashThis provides, expressing or implying you are part of DashThis in any way, or expressing or imply any relationship or affiliation between you and DashThis except as expressly permitted by this Agreement (including, without limitation, by expressing or implying that DashThis supports, sponsors, endorses, or contributes money to any charity or other cause).

12. Uses of Promotional Links and Materials

After signing up for the Program and approval of your application by us, you will be assigned a unique Affiliate code ("**Code**"). You are permitted to place links, banners, or other graphics provided with your Code on your site, in your emails, or in other communications. Subject to the terms of this Agreement, Dashthis grants Affiliates a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to use the graphics and text links provided by us both on its website and within email messages or social media for the duration of the term of this Agreement only.

Affiliates may use the graphics and text provided by or on behalf of DashThis, or may create their own as long as they are in line with the terms of this Agreement, the DashThis branding guidelines as provided to the Affiliate by DashThis from time to time, and are not otherwise deemed inappropriate by DashThis in its sole and absolute discretion.

13. Customer Definition

Customers who receive products and services through this Program will be deemed to be DashThis customers. Accordingly, all of our rules, policies, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for services sold under this Program in accordance with our own pricing policies. Package prices and availability may vary from time to time.

14. Relationship Of Parties

You are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and DashThis. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Agreement, including, without limitation, the relationship between you

and Dashthis.

15. Liability

DashThis uses third-party affiliate tracking software and will not be liable for indirect or accidental damages (loss of revenue, Commissions) due to affiliate tracking failures, loss of database files, or any results of intents of harm to the Program and/or to our website(s) and/or to the affiliate tracking software/marketplace's website(s).

In addition, we will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total Commissions paid or payable to you under the terms of this Agreement in the 6 month period prior to the event giving rise to such claim.

16. Term of The Agreement

The term of this Agreement will be effective immediately upon your acceptance in the Program and will end when your Affiliate account is terminated.

The Agreement may be modified by DashThis at any time. Your continuing participation in the Program will constitute your acceptance of any change.

17. Electronic Execution Effective

The Agreement is an electronic contract that sets out the legally binding terms of your participation in the DashThis Program. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by completing the Program application process. This action creates an electronic signature and binds you under a legal agreement.

18. 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 WEBSITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEBSITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILIATE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

19. Dispute Resolution

Any dispute relating in any way to this Agreement (including any actual or alleged breach thereof), any transactions or activities under this Agreement or your relationship with us or any of our affiliates shall first be referred to DashThis senior management and senior Affiliate representative for discussion and resolution. If a resolution has not been reached in 10 business days, either party shall have the right to submit the dispute to confidential arbitration, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court (and you consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction.

Arbitration under this agreement shall be conducted under the rules then prevailing of the Arbitration and dispute resolution institute of Canada. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

20. Miscellaneous

This Agreement will be governed by the laws of the province of Quebec (Canada), without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

The failure of DashThis to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

This Agreement constitutes the entire agreement between you and DashThis, superseding any prior agreements between you and DashThis (including, but not limited to, any prior versions of this Agreement or any other Terms and Conditions).

We reserve the legal right to update and change the terms and conditions of this Agreement from time to time without any prior notice provided that such change does not materially affect your benefits under the Agreement. We may make amendments to the Agreement which do materially adversely affect your benefits under the Program on giving you thirty 30 days' notice ("**Amendment Notice Period**") in advance prior to its effectiveness by displaying the notification in your Affiliate dashboard. Should you disagree with such an amendment, you may terminate this Agreement within the Amendment Notice Period, effective on its expiry by informing us in writing. In the event that you terminate the Agreement, only unpaid Commission above the minimum

threshold outlined in Section 9 shall be paid out in such circumstances and only if you are not in breach of this Agreement. You shall not be entitled to a refund of any Subscription Fees already paid but you shall be released from any further liability to pay such Subscription Fees from the expiry of the Amendment Notice Period. Should you fail to terminate before the expiry of the Amendment Notice Period, you shall be deemed to accept such amendment which shall forthwith be incorporated into the terms of this Agreement.