

TERMS & CONDITIONS

1. CONFIDENTIALITY

The contracting parties commit themselves, for the duration of the contractual relationship, to treat the contents of this contract and all information obtained from its execution as confidential, and to not making it accessible to third parties, except when required for the proper execution of the contract.

2. REPRESENTATIONS AND WARRANTIES

2.1. The Marketing Partner represents and warrants to the Advertiser that:

- 1) it has full legal right, power and authority to enter into this Agreement and perform its obligation hereunder; and
- 2) neither the Marketing Partner's execution nor its preformation of this Agreement will result in a breach of any other agreement or obligation by which the Marketing Partner is bound; and
- 3) it will comply in the performance of this Agreement with all applicable laws, statutes, ordinances, rules and regulations in the Territory and the rules, policies and procedures of each country's applicable content service organization and any other similar organization in or having jurisdiction in the Territory; and
- 4) in dealing with the advertising material, the Marketing Partner will not cause the advertising material to become subject to any virus, worm, time bomb, Trojan horse, or other instrumentality, contamination or device that will cause any component of the advertising material to be erased, corrupted or become inoperable or incapable of processing or affect operations of any other systems; and
- 5) it will not sublicense its rights or obligations hereunder except as expressly provided hereunder or otherwise with advertiser's prior written approval;

2.2. The Advertiser represents and warrants to the Marketing Partner that:

- 1) it has full legal right, power and authority to enter into this Agreement and perform its obligation hereunder; and
- 2) neither the Advertiser's execution nor its preformation of this Agreement will result in a breach of any other agreement or obligation by which the Advertiser is bound; and
- 3) the advertising material provided by the Advertiser will not be subject to any virus, worm, time bomb, Trojan horse, or other instrumentality, contamination or device that will cause any component of the advertising material to be erased, corrupted or become inoperable or incapable of processing or affect operations of any other systems;

3. FRAUD

3.1. If we detect any activity deemed to be fraudulent, we will report to you as soon as possible, and provide information such as click ids, fraud reason and screenshots if possible. If fraud is proven as per recorded fraudulent activity/operators warning, only fraudulent conversions will be cancelled and deducted from the invoice, without any impact on the rest of the conversions if the consequences do not include a monetary penalty or service suspension.

3.2. The Advertiser reserves the right to pause Marketing Partner, withhold invoices and block a Marketing Partner from a country, if they do not follow the conditions and the Advertiser receives consequences such as complaints which can escalate to penalties or suspensions due to that non-compliance. Additionally, if a source has generated more than 50% of the invoice, the entire payment will be withheld, but if a source generates less than 50%, only the amount generated by that specific publisher will be withheld.

3.3. In case of prepaid to Marketing Partner, if fraudulent activity is detected from this source, the Advertiser will request all amount invested in the current month of the specific market in question, to be returned according to conditions in clause 4.

4. PAYMENT

4.1 In case of net payment terms: Stats of the month will be sent during the first five days of the month. Once the amount confirmed by both parties, Marketing Partner must send the invoice to the email accorded. The payment will be made within 15-30 working days from the end of the month in which the revenue was generated. The clause is not obliged if payment terms are other than Net terms.

All invoices must be sent to the email address mentioned in (the "Advertiser" Details) section:

finance@christodigital.com

4.2. In the case of prepaid terms: If no existence of direct tracking system, Advertiser needs realistic breakdown and supported evaluation of possible starting amount by Marketing Partner, before payment being issued.

Accordingly, before the payment, Marketing Partner must provide a document for Advertiser, based to which the prepayment will be processed (e.g. proforma invoice, payment instruction, payment offer...); Once the payment being processed and confirmed, Marketing Partner must send regular invoice for amount processed to the email accorded.

4.2.1. If Marketing Partner it is not able to spend/monetize or receive traffic, the Advertiser can request the money back (from the amount in balance), and Marketing Partner should refund in less than 5 days from the date requested. In case of money not returned, advertiser will be able to start with legal process, for which all costs will be charged on Marketing Partner's expense.

4.2.2. Once steady flow of campaigns reached, without any issues and the prepayment being completed - with both parties interested and common agreement with written confirmation accepted - possibility of moving onto net (post-paid) terms is most welcome.

4.2.3. The Advertiser can use testing period regarding traffic quality with a minimum prepayment of \$_____ and in case of not satisfying results, Advertiser can stop or pause the campaigns at any time and recover the unused amount, as previously agreed, with no further consequences or obligations toward this agreement.

This agreement will be above and bounding as final to every other agreed condition between the parties.

4.3. Payment methods: Payments up to 500\$ will be paid via PayPal or some alternative to wire (always with the consent of the Marketing Partner). Payments over 500\$ will be paid via Wire transfer if not otherwise agreed. If the Marketing Partner does not have any alternative account, the amounts will accumulate up to \$500 to be paid by wire transfer, once the amount being reached.

5. CHANGES NOTICE

5.1 Pause notice or any changes implementation (payout modification) concerning running campaigns or platform functioning need to be "changed" during next 24/48h of notification.

5.2. The Advertiser will notify (by email or skype) about all requests for campaign management, malfunction, fraudulent issues, changes on the links, etc., as soon as the case occurs. And the Marketing Partner has 24 hours to react from the time when notice received; If action not taken, Advertiser has the right to act independently.