

TERMS & CONDITIONS SPONSORMETER.COM – 2016-08-24

The following terms and conditions are applicable to participation in Social Checkpoint's product named sponsormeter.com. Please read this agreement carefully. To use sponsormeter.com, it is necessary for you to accept the terms and conditions of this agreement. You accept these terms and conditions by clicking on the "Sign Up" button on the sponsormeter.com Sign up page.

Acceptance of the provisions of this agreement is a necessary precondition to using sponsormeter.com. If you agree to these terms and conditions, you will be deemed to be familiar with the rights and duties arising from the provisions contained in these terms and conditions.

These terms and conditions will apply to all agreements and arrangements entered into with the affiliate by or in the name of Social Checkpoint. A written agreement will be required for deviations if any from these terms and conditions.

Clause 1 - Definitions

Whenever reference is made to the following terms in this agreement, they will have the following meanings:

Social Checkpoint:

The V.O.F. Social Checkpoint, registered at the Kamer van Koophandel Amersfoort, the Netherlands, under number 58535373.

Merchant:

The natural person or legal entity that provides users access to his/its site via affiliate sites through a link or other electronic linkage, where a user can purchase products and/or services, whereby remuneration will be payable to the affiliate website for such purchased products and/or services, and/or for each user who is registered on the site and with whom Social Checkpoint has entered into an agreement for the provision of services to (the undertaking or organisation of) the customer, or where the customer enters or has entered into such agreement on behalf of third parties, as well as customers for goods and services supplied or to be supplied by Social Checkpoint.

Affiliate:

Every natural person or legal entity that has accepted the terms and conditions and is accepted as affiliate by Social Checkpoint, to provide users of its site access through a link or other electronic linkage to the site of a merchant and/or generates transactions for a merchant via promotions through other means.

Click:

A user who surfs to a merchant via a sponsormeter.com link.

Lead:

A user who is connected to a website of a merchant via the affiliate, and who has carried out a specific action on the merchant's website, for example, registration as a user.

Transaction:

A transaction is a purchase, login or other action as described in the program of the merchant, that is executed by or under instructions of a user, on the website of a merchant.

Traffic:

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A collective term for valid clicks, leads and transactions.

Artificial traffic:

A collective term for invalid clicks, leads and transactions that can result in automatic opening, spiders, robots, searches in email or chat rooms, script generators, the placing of links on websites other than those specified, and clicks that are not generated by a browser, clicks that are not preceded by an active action of a user who wishes to access a specific website. The appeal or call to click on links, or rewarding users for clicking on links will also be regarded as artificial traffic, subject to the judgment of Social Checkpoint and/or the merchant.

User:

Every Internet user who goes to a merchant site through a link, via an affiliate site.

Affiliate site:

Website of the affiliate on which the affiliate places links to merchants.

Affiliate Program:

Program owned by Social Checkpoint.

Agreement or Contract:

The agreement between Social Checkpoint and the affiliate, entered into in connection with sponsormeter.com.

Words that refer to the male gender will also include the female gender and other genders, and words that only refer to the singular will also include the plural, and vice-versa.

Clause 2 - Logging-in and acceptance

2.1 Any person who has a site on the Internet may apply for designation as an affiliate and/or merchant. If the affiliate is a natural person, he should be at least 18 years of age. If the affiliate has not yet reached the age of 18, one parent should consent to his/her subscription to Social Checkpoint's Affiliate Program. The subscription of an affiliate younger than 18 years without parental consent will be void or voidable.

2.2 Applying for designation as an Affiliate signifies that the affiliate accepts the terms and conditions and agrees to abide by the same.

2.3 In order to be able to participate as an affiliate in Social Checkpoint's Affiliate Program, the affiliate must:

fully fill-out the subscription form accurately;
confirm that he/she accepts the terms and conditions;
must be accepted by Social Checkpoint;
must be accepted by one or more merchants.

2.4 A merchant and/or Social Checkpoint may accept a person as an affiliate through a confirmation email sent to the affiliate.

2.5 The affiliate guarantees that the information provided by him to Social Checkpoint about himself and his website is correct and complete and that this information corresponds to the actual facts.

2.6 The affiliate must immediately notify Social Checkpoint of all changes in the information by updating the information provided about him on Social Checkpoint's website. If the affiliate is a legal entity, the VAT number should also be notified to Social Checkpoint.

Clause 3 - Use

3.1 It is permissible for the affiliate to place links on his website, to websites that have an Affiliate Program registered with Social Checkpoint.

3.2 The affiliate will not allow any misunderstanding to exist about the fact that it is not the affiliate, but the merchant, who supplies the products and/or services.

3.3 The affiliate should exclusively use the name of the merchant and the promotional material specially provided by Social Checkpoint, for the purposes of sponsormeter.com, in the manner to be specified by the merchant from time to time, and thereby to always follow all the instructions of the merchant in this connection. Another pre-condition is that changes should not be made, and that use should not be misleading or capable of causing damage to the merchant.

3.4 Without prejudice to the provisions contained in Clause 3.3, the affiliate will respect the copyright, trademark rights and other exclusive rights of merchants and third parties.

3.5 The affiliate will only use the content for the purposes of sponsormeter.com and will not make any changes to the same.

3.6 The products and/or services on the merchant site may change regularly. The affiliate will ensure at all times that the terms and conditions of the products and/or services (mentioned) on his site and/or that may be in his possession for promotional purposes are identical to the products and/or services mentioned on the merchant site from time to time.

3.7 Affiliates may not use the materials supplied for actions and/or conduct that violates applicable laws or the present terms and conditions. Among others, this will include, but not be limited to, the following actions and conduct:

Sending large quantities of unsolicited emails with identical content;

Infringement of copyright on works protected by copyright, or otherwise violating the intellectual property rights of third parties;

Misleading third parties;

Misusing the texts, logo or information of the merchant;

Directly offering remuneration to consumers to enter into transactions with merchants (without the express consent of the merchant).

3.8 Among other things, the content of the affiliate site may not:

involve illegal activities, or promote, or incite persons to engage in the same;

damages the good name and reputation of merchants affiliated to Social Checkpoint, and/or Social Checkpoint itself;

violates the copyright, trademark rights or other rights of the merchant or any third party;

is of an erotic, pornographic or violent nature;

discriminates on the basis of race, sex, religion or philosophy of life.

3.9 The affiliate also guarantees either he is the holder of the rights relating to all the information and productions on his website, or that the owner of the rights on the information and productions on his website has given his express consent to the publication

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of the same on the affiliate's website. The affiliate also guarantees that the information and the productions on the affiliate website do not violate third-party rights, including intellectual property rights and that the information and productions are not in any way offensive, prohibited or suspicious.

3.10 If the merchant states that the installation and the use of the link with the affiliate is not desirable, Social Checkpoint will have the right to block the link.

3.11 The affiliate undertakes to remove a link from the affiliate site within two working days, if the merchant and/or Social Checkpoint requests the affiliate to remove the same.

3.12 Each Affiliate Program may be modified or terminated by Social Checkpoint at any time. Information about sponsormeter.com will be available on the sponsormeter.com website (sponsormeter.com). The affiliate must keep himself updated about all the possible changes in sponsormeter.com. In particular, if a registered website has terminated its Affiliate Program, or where the commission structure for affiliates has changed.

3.13 The affiliate will not make any promises and/or undertake obligations for or on behalf of the merchant.

3.14 The affiliate may not in any manner, contribute to creating artificial traffic to the linked websites. The affiliate must immediately notify Social Checkpoint of all known or suspected improper or wrong use of the affiliate's links to the Social Checkpoint website and/or an Affiliate Program, in any manner whatsoever.

3.15 Unless Social Checkpoint has expressly given its permission for the same in writing, the affiliate may not transfer or pledge his rights and/or duties under any contract or agreement with Social Checkpoint, in whole or in part, to a third party, without the prior written consent of Social Checkpoint. The required approval for the same may be subject to terms and conditions imposed by Social Checkpoint.

3.16 The affiliate consents to his registered information being published on the Social Checkpoint website for merchant information.

Clause 4 - Remuneration

4.1 The affiliate may claim a commission if products and/or services that a user may have purchased and/or requisitioned on one or more sites of the merchant, and if these are registered through the link via the affiliate site, and a compensation is payable for the same. The affiliate receives 75% (SEVENTY-FIVE PERCENT) and Social Checkpoint receives 25% (TWENTY-FIVE PERCENT) of the commission paid by the merchants.

4.2 The affiliate will only be paid if the merchant has approved the transactions. The approval of the transactions will be subject to the judgment of the merchant and to pre-defined criteria laid down by him.

4.3 If the user returns the service or product and/or cancels the same, the affiliate cannot claim the commission in question. The affiliate will not receive any commission in such case.

4.4 The commission mentioned in Clause 4.1 is for affiliates associated as a company, exclusive of VAT, and/or other additional costs. If not, VAT will be charged on the commission insofar as Dutch law is applicable.

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4.5 The recording of clicks and transactions represented on the Social Checkpoint website will be binding on the affiliate.

4.6 As soon as an affiliate places promotional material from a merchant affiliated with Social Checkpoint in a website, email or other digital carrier, he declares that he is aware of and consents to the remuneration specified by the merchant, and the duration of this program.

4.7 The commission will be paid into the account number specified by the affiliate, provided the affiliate has generated valid traffic and that Social Checkpoint is fully paid by the merchant to whose Affiliate Program the affiliate has subscribed. Commission amounting to less than 25 Pounds Sterling will not be paid. If the commission for a month is less than 25 Pounds Sterling, no payment will be made in the month in question, and the commission will be accumulated. The payment of the same will take place in the month in which the total amount comes to 25 Pounds Sterling or more.

4.8 Payments to the affiliate should be made directly into the affiliate's bank account. The affiliate must state the desired method of payment on the Social Checkpoint website, along with details of his bank account, including the name and branch of the bank and the affiliate's account number.

4.9 If the payment is to be made into (bank) accounts of affiliates abroad, the bank charges if any for foreign payments will be deducted from the payment.

4.10 Social Checkpoint will pay the total commission earned by the affiliate built up through participation in the various affiliate programs in Euros after the end of every month.

4.11 Social Checkpoint will have the right at all times to set-off amounts owed to the affiliate against any amounts owed by the affiliate to Social Checkpoint under any head whatsoever.

4.12 The accumulated balance will be cancelled if the affiliate earns less than 25 Pounds Sterling total commission, and if no transactions have taken place within a period of 12 months.

4.13 The affiliate is responsible for the payment of all taxes and social security payments due on all the payments made to him by Social Checkpoint.

4.14 No part of this agreement creates or will be deemed to create a partnership or relationship of employer and employee between Social Checkpoint and the affiliate.

Clause 5 - Liability

5.1 The affiliate is fully responsible and liable for the development and maintenance, functioning and content of the site.

5.2 Except in the case of wilful causing of damage and/or grave negligence of a merchant, Social Checkpoint is not liable for damage and/or costs of the affiliate in connection with participation in sponsormeter.com, such as - but not limited to - damage and costs arising due to improper functioning of the Social Checkpoint site, and technical faults.

5.3 The affiliate will ensure that all the obligations under the tax laws will be fulfilled and indemnifies Social Checkpoint in connection with all related claims.

5.4 Social Checkpoint cannot guarantee or provide any assurance for the performance of sponsormeter.com of Social Checkpoint or of the links to the linked websites.

5.5 Social Checkpoint will not be liable for errors in the implementation of the links on the website of the affiliate or for the functioning of the links.

5.6 The affiliate will protect Social Checkpoint at all times against, and indemnify Social Checkpoint in respect of all costs, damage and interest that Social Checkpoint may have to pay as a direct consequence of the claims of third parties against Social Checkpoint in relation to incidents, actions or negligence during or within the margin of the execution of the order, for which Social Checkpoint is not liable to the affiliate under these terms and conditions.

5.7 Social Checkpoint cannot be held liable for defects in sponsormeter.com, interruptions in the access to sponsormeter.com, violations in respect of the data or loss of data in the information processing system, defects in the security system, or viruses or other damaging software components that are used for the Social Checkpoint Affiliate Program, or for damage caused by viruses or components to sponsormeter.com, the affiliate's software and/or website.

Clause 6 - Intellectual property

6.1 The copyright and other intellectual property (including the rights associated with the same) relating to reports, recommendations and other products and/or services and/or documents that are produced for the benefit of the affiliate, will always (continue to) remain with Social Checkpoint or the third parties engaged by Social Checkpoint. The explicit, written consent of Social Checkpoint will be required if the affiliate wishes to acquire the right to reproduce or publish the products and/or services and/or documents, or to use the same for purposes other than those for which they were intended at the time of handover by Social Checkpoint to the affiliate.

6.2 The affiliate may not publish or hand over to third parties the items specified in Clause 6.1 or the information and know-how described in the same, unless Social Checkpoint has specifically granted the affiliate written consent for the same.

6.3 It is not permissible for the affiliate to remove or modify any mark relating to copyright, trademark, brand name, or other intellectual or industrial property rights on the software, equipment or materials, including any mark concerning the confidential nature of the software and the related obligation to maintain secrecy.

6.4 If the affiliate neglects or defaults in the execution of Clause 6.1, Social Checkpoint has the right to recover all the items owned by it at the cost of the affiliate. The affiliate will grant irrevocable, nunc pro tunc (with retrospective effect) access to Social Checkpoint or third parties engaged by Social Checkpoint, to the location where the items in question are stored.

6.5 The affiliate guarantees - by consenting to an agreement, in which reproduction of any item is protected by intellectual property rights - that no violation will be made of copyright or other intellectual property rights of third parties. The affiliate will indemnify Social Checkpoint against any and all consequences, financial or otherwise, that may result from

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copying or reproducing of any such material by Social Checkpoint under instructions from the affiliate.

6.6 Social Checkpoint owns all the copyright, trademarks, intellectual property rights, know-how and all other rights associated with sponsormeter.com or with the software required for sponsormeter.com. The affiliate will not obtain any right or permission under this agreement.

6.7 If the terms and conditions described in Clause 6.1, 6.2 and/or 6.3 are violated, the affiliate will be liable to pay Social Checkpoint the sum of € 50,000 for every violation, without need to issue a notice of default and without any prejudice whatsoever to all or any of Social Checkpoint's other rights to demand performance of the agreement, to terminate the agreement, claim additional damages, etc.

Clause 7 - Secrecy

7.1 Prior to, during and after the completion of the contract entered into with Social Checkpoint, the affiliate will be required to abstain from making any declaration to third parties or to provide any information to them concerning the methods used or data provided by Social Checkpoint, in the broadest sense of the term.

7.2 If the affiliate violates the terms and conditions contained in the present article in any manner, he will be liable to pay Social Checkpoint the sum of € 50,000 without the need to issue a notice of default and without prejudice whatsoever to all or any other rights of Social Checkpoint to demand performance of the agreement, termination of the agreement, additional damages, etc.

Clause 8 - Termination of Agreement

8.1 Without prejudice to its other rights, Social Checkpoint will have the right to terminate the affiliate agreement at all times, subject to the observance of a termination notice period of two weeks. In such cases, the affiliate will indemnify Social Checkpoint against any claims made by third parties and will abstain from claiming any form of compensation from Social Checkpoint.

8.2 Social Checkpoint will have the right to terminate the present agreement with immediate effect, without being liable to provide any explanations, and/or to deny the affiliate the right to use sponsormeter.com of Social Checkpoint or of a particular merchant, if:

In the opinion of the merchant or Social Checkpoint, the site of the affiliate may violate public order or public decency or may be offensive or violent in one or more ways;

The affiliate commits an illegal act against the merchant, Social Checkpoint and/or third parties in connection with sponsormeter.com.

Social Checkpoint or the merchant to whose affiliate-program the affiliate has subscribed, regard the affiliate or the content of his website to be unsuitable in any manner, if they do not correspond to the commercial concept of the merchant;

The affiliate falls short in the fulfillment of the obligations or commits fraud or an illegal act in any manner, or if the affiliate generates artificial traffic to link website or attempts to do so, or if the affiliate violates any of the provisions of this agreement in any other manner;

The affiliate has not generated any traffic for a period of three months.

8.3 If the affiliate agreement is terminated for any reason whatsoever:

the links will be broken;

Social Checkpoint will have the right to block the affiliate from accessing the Social Checkpoint website;

the affiliate may not (any longer) make any claim to commission;

the affiliate will delete or return all links and/or material provided by the merchant and/or Social Checkpoint from his site.

the affiliate will no longer have the right to use the name of the merchant and/or Social Checkpoint.

8.4 It is only in cases where the affiliate agreement is terminated as per Clause 8.1 that the affiliate can claim payment of commission for clicks and/or transactions made prior to the termination date as per Clause 4.

8.5 If an affiliate (partially) violates the provisions of Clause 3.15, the affiliate will, without further warning or notice of default and without the need for judicial intervention, pay Social Checkpoint an immediately payable penalty of € 50,000/- (Fifty Thousand Euros), without prejudice to Social Checkpoint's other rights, such as the right to terminate the agreement or claim damage compensation.

8.6 New Social Checkpoint users will be evaluated on the basis of the number of unique users, target group and profiling. If a website fails to fulfill the criteria laid down, Social Checkpoint may remove the affiliate from the system without providing any further explanation for the same.

Clause 9 - Force majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under these Terms of Business to the extent that such failure or delay is caused by any event beyond the reasonable control of such party, including without limitation acts of God, severe weather, industrial action or the failures of third party systems.

Clause 10 – Data Protection Act

Social Checkpoint will pass data about the Affiliates to Merchants and the Affiliate pursuant to the Data Protection Act 1998 gives its consent for such data being disclosed The Merchants have covenanted to Social Checkpoint to abide by the provisions of the Data Protection Act 1998 with regard to the data about the Affiliates but Social Checkpoint will accept no liability in this regard.

Clause 11 - Miscellaneous

11.1 Social Checkpoint may modify the terms and conditions at any time. The affiliate will be notified electronically about such modifications. If the affiliate is unable to accept the modified terms and conditions, the affiliate may terminate the agreement. If the affiliate does not terminate the agreement within 14 days, he will be deemed to have accepted the modified terms and conditions.

Clause 12 - Applicable Law

12.1 The present terms and conditions and all agreements between Social Checkpoint and the affiliate will be exclusively subject to the law of The Netherlands, and disputes will be placed before the appropriate Court in The Netherlands.

12.2 All or any disputes, including disputes that are only regarded as such by one of the parties, that may arise between Social Checkpoint and an affiliate, under an agreement to which the present terms and conditions apply in whole or part, or on the basis of further

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agreements, as well as other disputes relating to or in connection with the agreement, whether legal or factual, will, without exception, be placed before the competent Court having jurisdiction, if the parties are unable to arrive at an amicable solution.

12.3 All disputes will be placed before the Court, competent to take cognizance of the dispute, having jurisdiction over the district where Social Checkpoint has its business office and/or its Registered Office; unless the law in that particular instance prescribes a different Court, and unless Social Checkpoint, as the plaintiff, opts to have the matter in question decided by a competent Court having jurisdiction over the district in which the affiliate has his/its Registered Office.

12.4 If any provision contained in this agreement violates applicable law, it will be modified in such a manner that it is brought into conformity with applicable law, taking due account of the meaning of the original provision.