

Affiliate Agreement

Last Modified: November 9, 2022

To participate in the CylixApps Affiliate program, you must agree to the following:

This Affiliate Agreement (the "Agreement") contains the complete terms and conditions between CylixApps, and You, regarding your application to participate as an affiliate of CylixApps ("Affiliate"), and the establishment of links from your website to our websites, CylixApps.com, and its sub-domains and services.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE CYLIXAPPS AFFILIATE PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO ACKNOWLEDGE THAT CYLIXAPPS PRIVACY POLICY GOVERNS YOUR PARTICIPATION IN THE CYLIXAPPS AFFILIATE PROGRAM.

The original language of this Agreement is English. CylixApps makes translations available for convenience only. In case of conflicts between the original English version and any translation, the English version shall prevail.

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1. CylixApps Affiliate Agreement Definitions

1.1 "We", "Our", "Us", and "CylixApps" means CylixApps and its affiliates.

1.2 "You", "Your" and "Affiliate(s)" means the business, individual, or entity applying for participation in the CylixApps Affiliate Program, or that displays Our products, services, and promotions on its website and through offline representation through the affiliate tracking code in exchange for receiving remuneration from CylixApps for sales resulting from the such display.

1.3 "Affiliate Program" means CylixApps Affiliate program available on our website at: <https://cylixapps.com/affiliates>

1.4 "Affiliate Site" means the Affiliate's Internet site which displays CylixApps services and/or promotions.

1.5 "Canceled Purchase" means any purchase refunded, canceled, suspended, or subject to chargeback.

1.6 "Commission Fees" or "Commissions" - Under the Affiliate Program, subject to the terms hereof, you will be paid a Commission Fee for each Qualified Purchase by a Referred User that you directly referred to CylixApps under and in accordance with this Agreement.

1.7 "CylixApps Gigs" means products and services that are available for purchase through CylixApps.com.

1.8 "CylixApps Marks" means, without limitation, CylixApps trademarks, trade names, logos, copyrights, service marks, corporate names, and any other distinctive name or brand related to CylixApps, whether registered or not.

1.9 "CylixApps Sites" means www.CylixApps.com and its sub-domains and/or any other website as may be added by CylixApps, at its sole discretion from time to time.

1.10 "Fraudulent Traffic" – means any deposits or traffic generated at the Affiliate Site through illegal means or in bad faith to defraud CylixApps, regardless of whether or not it actually causes harm to CylixApps. Fraudulent Traffic includes but is not limited to spam, false advertising, deposits generated by stolen credit cards, collusion, manipulation of the services, system, bonuses, or promotions not approved by CylixApps, offers to share the Commissions, directly or indirectly, with a user and any other unauthorized use of any third party accounts, copyrights or trademarks.

1.11 "Intellectual Property Rights" or "IPR" means without limitation copyrights, trademark rights, patent rights, trade secrets, moral rights, right of publicity, author's right, contract, and licensing rights, goodwill, and all other intellectual property rights as may exist now/or hereafter come into existence and all renewals and extensions thereof.

1.12 "Prohibited Activity" means any activity that involves, facilitates, advocates, or promotes one or more of the following: (a) discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age, national origin, or disability; (b) libelous, defamatory, obscene, pornographic, sexually explicit or abusive activities; (c) gambling or illegal substances; (d) sedition or illegal activities; (e) false or misleading advertising; or (f) a conflict or violation of any law, rule, regulation or any intellectual property or other rights of any person, party or entity.

1.13 "Qualified Purchase" means a purchase made by a Referred User from the CylixApps platform, provided that such purchase meets the criteria set forth in Section 4 hereof. Any purchase refunded, canceled, suspended, or subject to chargeback will not be qualified as a Qualified Purchase, and shall be referred to as a "Canceled Purchase".

1.14 "Referred User" means each new and unique User referred directly from an Affiliate through a Link (defined in Section 2 below) provided by or approved by Us, which meets the criteria set forth in Section 4 hereof, who has opened an account on the CylixApps Site.

1.15 "Registration Form" means any and all order forms for enrollment, registration forms, or other signup or acceptance forms (whether online, paper, fax, or otherwise) submitted by You in order to enroll into CylixApps Affiliate Program, or, as applicable, the Referred User to make a Qualified Purchase.

1.16 "Sponsored Link" means a link offered, created, or displayed for a fee or any commercial arrangement by any internet search engine, portal, sponsored advertising service, or other search or referral service which uses search terms or keywords to identify, draw attention to or direct internet traffic to an internet site.

1.17 "Term" means the term of this Agreement as detailed in Section 13 herein.

1.18 "Terms of Service" means CylixApps terms of service applicable to all users, as amended from time to time, available at https://cylixapps.com/terms_of_service.

1.9 "Tracking System" means CylixApp's unique and specific tracking mechanism that will allow the Affiliate to track the traffic and users who arrive via the Affiliate activity (including but not limited to the Affiliate Site).

2. Requirements

2.1 Enrollment in the CylixApp's Affiliate Network

To begin the enrollment process, you must submit a completed Affiliate Registration Form. The Registration Form can be found at <https://cylixapps.com/affiliates>. CylixApps has sole discretion over whether to approve or reject your enrollment to the CylixApps Affiliate Program.

If We agree to enroll You in Our Affiliate Program, at Our sole discretion, We will make available to You a variety of graphic and textual links and/or widgets and plug-ins (including, among others, links for referring other affiliates, each of these links, widgets, and plug-ins sometimes being referred to herein as "Links" or, individually, a "Link"), which are subject to the terms and conditions hereof. The Links will serve to identify Your site as a member of the CylixApps Affiliate Program and will establish a Link from Your site or e-mail to Ours. In utilizing the Links, You agree that You will cooperate with Us in full in order to establish and maintain such Links.

You also agree that You will display on Your site only those graphic or textual images (indicating a Link) provided by Us or text messages expressly approved in advance and in writing by CylixApps. All Affiliate Sites shall display such graphic and/or textual images prominently in relevant sections of their site. Furthermore, you agree not to use cookie stuffing techniques that set the affiliate tracking cookie without the Referred User's knowledge. Any information regarding CylixApps and its associated brands that are going to be displayed on Your Site must be provided by Us and expressly approved by Us in writing in advance of any display.

2.2 All Links may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of the parties hereto. You are not allowed to post any refunds, credits or discounts, or other content concerning CylixApps, unless We have given You prior written permission in each instance. Affiliates may only use coupons and discounts that are provided exclusively through the Affiliate Program using banners and links provided by Us. Any violations of the terms surrounding links, coupons, refunds, credits, or discounts shall constitute a material breach of this Agreement, and may result in Us terminating your eligibility to be an Affiliate of CylixApps and disqualifying you from the Affiliate program and/or withholding of Your Commissions.

3. Order Processing

We will process orders placed by Referred Users who followed the Links from your Site to the CylixApps sites. We reserve the right, at our sole discretion, to reject orders that do not comply with all requirements under this Agreement and our Terms of Service. All aspects of order processing and fulfillment, including CylixApps service, cancellation, processing, refunds, and payment processing will be Our responsibility. We will track the Qualified Purchases generated by Your Site and will make this information available to you through our affiliate website. To permit accurate tracking, reporting, and Commission accrual, you must ensure that the Links between your Site and our website are properly formatted.

4. Commission Determination

4.1 Under the Affiliate Program, you will be paid a Commission Fee for each Qualified Purchase by a Referred User that you refer to CylixApps in accordance with the terms of this Agreement. Each Referred User and each Qualified Purchase must meet the following criteria (the "Criteria"):

4.1.1 Each Referred User must be a new and unique visitor to CylixApps.

4.1.2 Each affiliate must register by completing and submitting the Registration Form using a valid and unique account and billing information.

4.1.3 Commission shall not be paid to the Affiliate for a Referred User that was already tracked through CylixApps's tracking system prior to visiting through the Affiliate.

4.1.4 Each Referred User must make a Qualified Purchase, and provide a valid payment for the purchased CylixApps services. To generate a Commission Fee for You, each Referred User must be an active, Qualified User of CylixApps and must be up-to-date in all payments at the time the Commission Fees are processed, and not have been subject to a refund, credit, cancellation, suspension or chargeback (these purchases shall be deducted from the Commission Fee as further detailed in Section 4.2.1 below).

4.1.5 Each Referred User must sign up in a manner, which in Our sole judgment, definitively establishes that the Referred User was referred for the first time directly from You to CylixApps under this Agreement based on our Tracking System.

4.1.6 Each Referred User must remain in compliance with our Terms and Service, and all applicable policies and guidelines of CylixApps that are applicable at the time the Commission Fees are processed.

4.1.7 Commission Fees may not be paid for the Qualified Purchase if the Referred User received a refund or credit from the Affiliate.

4.1.8 CylixApps reserves the right to withhold initial Commission Fees for Affiliates who are new to the Affiliate program, or who have commissions that are potentially fraudulent as determined by CylixApps in its sole discretion, in order to determine the legitimacy and cancellation rates of Referred Users.

4.1.9 CylixApps reserves the right to suspend the payment of Commission Fees at any time and indefinitely if it suspects fraud or Fraudulent Traffic, improper activity, or a potential breach of any of the terms in this Agreement by the Affiliate or a Referred User(s). CylixApps reserves the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable, and cancelled CylixApps purchases. Where no subsequent Commission Fee is due and owing, CylixApps will send the Affiliate a bill for the balance of such Commission set off upon termination of the Affiliate Program or termination of the Referred User.

4.1.10 CylixApps, in its sole discretion, reserves the right to withhold indefinitely any Commission Fee, and/or to reverse, deny or reject any Commission Fee, and/or to deny or reject any Affiliate account, and/or terminate this Agreement immediately, for:

(i) Any account/sale which has not been in an approved status in good standing as an account of CylixApps for a period of at least thirty (30) days.

(ii) All commissions generated for accounts that may be subject to Fraudulent Traffic.

(iii) Any orders deemed to be fraudulent or for which We see a pattern of potentially fraudulent activity, including, without limitation, where there are multiple accounts (whether CylixApps accounts or Affiliate accounts) that are being operated by the same User or person or referral of accounts which do not comply with this Agreement.

(iv) Altering Our Links in any way.

(v) Affiliates whom we believe may be artificially submitting Referred Users or charging double commissions, using false advertising, using marketing practices that we deem to be unethical or likely to attract fraudulent signups and/or signups with a very low likelihood of renewal.

(vi) Any direct referral or traffic to CylixApps Sites from search engines, and/or the use of "CylixApps" as a key-word for paid ads in search engines, including, without limitations, Facebook, Google, Bing, Yahoo, etc.

(vii) Any use of misleading sites, or accounts in social media.

4.2 Commission Fee Accrual and Payments

4.2.1 Subject to the terms of this Agreement, We will pay a Commission Fee equal to the specified percentage or dollar amount in accordance with the Commission Plan with respect to Qualified Purchases, less any Canceled Purchases. Commission Fees will be processed 30 days after the end of the month in which they accrued.

4.2.2 Commissions will be paid in the Euro currency, in accordance with CylixApps's policy and subject to applicable law. Charges for wires or conversion fees may be deducted from the Commissions in accordance with CylixApps's policy. Please note that Your Affiliate Commission

balance is always derived from its Euro value and, therefore, the foreign currency payment amount may change in accordance with the applicable exchange rates at the time of payment.

4.2.3 Commissions will accrue and only become payable once

- (i) you provide all relevant tax and address information pursuant to Section 6 below; and
- (ii) commissions accrued to a minimum amount (the "Commission Threshold") based on the commission rates stated at <https://cylixapps.com/affiliates>.

4.3 Commission Plan

The CylixApps Affiliates program offers Commissions for every Qualified Purchase, as described in the Commission Plan, available at: <https://cylixapps.com/affiliates> (the "Commission Plan").

CylixApps reserves the right to change the Commission Plan at any time and/or agree on special commission rates with certain Affiliates individually and/or reduce future commission rates for individual Affiliates (subject to prior notice) based on poor performance or due to the Affiliate promoting their own CylixApps services.

Please see Section 7 regarding Referred Affiliates, which may entitle you to additional "Sub Affiliate" commissions.

4.3.1 Payment Forms/Types

Commission Fees shall be paid based on the current information in Your Affiliate profile. It is your responsibility to notify us promptly of any change in your address by updating Your profile information. Payment shall be made within 30 days of the end of the applicable calendar month for Commission due for such month.

5. Disputes

Affiliates have access to CylixApps's real-time Affiliate Program statistics and activity and specifically agree to file any tracking or commission disputes as well as any other disputes and discrepancies within 10 days after the end of the month in which the sale or event that is disputed occurred. Disputes filed after more than 10 days of the date on which the Qualified Purchase occurred will not be accepted by CylixApps and the Affiliate forfeits forever any rights to a potential claim.

6. Taxes Address Changes

6.1 It is Your responsibility to provide CylixApps with accurate tax and payment information that is necessary to issue a Commission Fee to You.

6.2 You are responsible for the payment of all applicable taxes related to the commissions you receive under this Agreement.

6.3 You are responsible for informing CylixApps of changes to postal and e-mail addresses, as well as any changes to your name, email address, contact information, tax identification number, or other personal information that will impact CylixApps's ability to issue a valid Commission payment.

7. Referred Affiliates

Subject to CylixApps's acceptance, the Affiliate may refer third parties that were not already registered as CylixApps affiliates (each, a "Referred Affiliate") by using a dedicated link provided by CylixApps for this purpose (the "Sub Affiliate Link"). The registration of a Referred Affiliate is subject to such Referred Affiliate accepting the CylixApps Affiliate Agreement and, upon registering, using the Sub Affiliate Link.

Referred Affiliate Commission: Affiliates will be entitled to an extra commission of the revenue generated by each Referred Affiliate. Such commission shall be paid to Affiliates under the terms of Section 4 above, and subject to all other terms and conditions in this Agreement.

8. Obligations Regarding Your Site

You will be solely responsible for the development, operation, and maintenance of Your site and for all materials that appear on Your site. Such responsibilities include, but are not limited to, the technical operation of Your site and all related equipment; content, descriptions, and references on Your site and linking those descriptions to Our website; the accuracy and propriety of materials posted on Your site (including, but not limited to, all materials related to CylixApps Gigs); ensuring that materials posted on Your site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters and You shall indemnify Us for any and all claims, losses, suits, demands liabilities, costs, or expenses howsoever arising due to any misappropriation, infringement of a third party right or violation of any of your undertaking or warranties set forth in this Section 8.

You further represent, warrant, covenant, and agree that You will not use the CylixApps Gigs or Our website to engage in or promote any Prohibited Activity and undertake to comply will all state and federal laws, rules, and regulations applicable to the operation of Your business.

9. CylixApps Responsibilities

We will be responsible for providing all information necessary to allow You to make appropriate Links from Your site to Our site. CylixApps will be solely responsible for order processing of orders/Qualified Purchases placed by a Referred User following a Link from Your site, including but not limited to payment processing, cancellations, refunds, and related CylixApps services. CylixApps shall also be responsible for tracking the volume and amount of Qualified Purchases generated by Your site, and for providing information to Affiliates regarding Qualified Purchases statistics.

10. Policies and Pricing

Referred Users who purchase CylixApps Gigs through the Affiliate Network will be deemed to be Our Users. Accordingly, all of Our rules, policies and operating procedures concerning CylixApps orders, CylixApps services, and CylixApps Gigs sales will apply to those Users.

11. E-mails and Publicity

11.1 You shall not create, publish, transmit or distribute, under any circumstances, any bulk electronic mail messages (also known as "SPAM"). Any email communication sent will be coordinated in writing with CylixApps including dates and amounts of emails to be sent. CylixApps, in its sole discretion, reserves the right to reject each and every electronic mailing suggestion. The content of any e-mail message shall be subject to this Section 11. Additionally, You may only send e-mails containing a CylixApps Affiliate link and or a message regarding CylixApps or CylixApps's Affiliate Program to person(s) who have been previously contacted and

who consented to the receipt of e-mails containing CylixApps information or information about the CylixApps Affiliate program. Failure by You to abide by this section, CAN-SPAM Act of 2003, or our Anti-Spam Policy, in any manner, will be deemed a material breach of this Agreement by You and foreclose any and all rights you may have to any commissions. In addition, if your account has excessive clicks in a very short period of time as determined by CylixApps in its sole discretion, the Affiliate relationship may be terminated.

11.2 Compliance with the FTC's Endorsement Guidelines: In all public postings and advertising materials related to the CylixApps Sites and/or the Link (including the Sub Affiliate Link), you will comply with the Federal Trade Commission's Revised Endorsement and Testimonial Guides, which can be found here:

<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>.

In this regard, you commit, without derogating from any other guideline, to disclose your relationship with CylixApps clearly and conspicuously on your Affiliate Site and maintain such disclosure visible near the Link, wherever it is published.

12. Licenses and Use of the CylixApps Marks

12.1 Subject to the limitations set forth in Section 2 above and otherwise in this Agreement, we grant you a non-exclusive, non-transferable, revocable limited license to (i) access the CylixApps Site through the Links solely in accordance with the terms of this Agreement; and (ii) solely in connection with such Links, to use the CylixApps Marks (but only in the form(s) that they are provided by Us), for the sole purpose of promoting CylixApps Gigs and/or CylixApps Site, and as approved in advance by Us. You may not alter, modify, or change the CylixApps Marks in any way.

12.2 You shall not make any specific use of any CylixApps Marks for purposes other than promoting CylixApps Gigs and/or CylixApps Site, without first submitting a sample to Us and obtaining the express prior written consent of Your CylixApps account executive, which consent shall not be unreasonably withheld. You agree not to use the CylixApps Marks in any manner that is disparaging or that otherwise portrays CylixApps, any hosted member of CylixApps, or any CylixApps employee or representative in a negative light. We reserve all of Our rights in the CylixApps Marks and of Our other proprietary rights. We may revoke Your license at any time, by giving You written notice. If not revoked, this license shall terminate upon expiration or termination of this Agreement.

12.3 You grant to Us a non-exclusive, royalty-free, worldwide license to utilize Your names, titles, and logos, as the same may be amended from time to time (the "Affiliate Trademarks"), to advertise, market, promote, and publicize in any manner Our rights hereunder; provided, however, that We shall not be required to so advertise, market, promote, or publicize the Affiliate Trademarks. This license shall terminate upon the expiration or termination of this Agreement.

13. Term and Termination

13.1 The Term of this Agreement will commence upon Our acceptance of Your application to enroll in our Affiliate Program and acceptance of Your Registration Form and will end when terminated by either party. Notwithstanding section 4.1.10 above, either You or CylixApps may terminate this Agreement at any time, with or without cause, upon a 14-day prior written notice. You are only eligible to earn Commission Fees on Qualified Purchases occurring during the Term, and Commission Fees earned through the date of termination will remain payable only if the orders for the related CylixApps Gigs are not cancelled and comply with all Terms stipulated

in this Agreement. We may withhold Your final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payments from Referred Users is legitimate as determined by CylixApps in its sole discretion.

13.2 Any Affiliate who violates either this Agreement or CylixApps's Terms of Service will immediately forfeit any right to any and all accrued Commissions Fees and will be removed from the CylixApps Affiliate Program.

13.3 CylixApps reserves the right to remove an Affiliate from the Affiliate Program and to terminate or suspend this Agreement, at any time for any reason, in CylixApps's sole discretion.

13.4 Without limitation, Affiliate's participation in the Program, and this Agreement, shall be deemed automatically terminated and all commissions forfeited upon Affiliate's violation of any of the terms of this Agreement, CylixApps's Terms of Service, or of any applicable law or regulation.

14. Modification

We may modify any of the terms and conditions contained in this Agreement at any time at Our sole discretion. Such modifications shall take effect when posted on Our site. CylixApps, in its sole discretion, reserves the right to notify You by e-mail and further reserves the right to withhold notification of any changes made to this Agreement.

15. Disclaimers

15.1 CylixApps makes no express or implied warranties or representations with respect to the affiliate program, the CylixApps site, the link, or any CylixApps gigs sold through the affiliate program (including, without limitation, warranties of fitness, merchantability, non-infringement, or implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of the CylixApps site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors, including the tracking of information about referred users during the period of interruption. You use our site, the program, the link (including any widgets), and our services at your sole risk and at your own free will. The affiliate program and our gigs, as well as all materials on CylixApps's site and the links, are provided on an "as is" and "as available" basis, without warranties of any kind. We disclaim any warranties regarding the security, reliability, timeliness, and performance of the CylixApps sites and/or services.

15.2 You acknowledge that CylixApps is not liable for the defamatory, offensive, or illegal conduct of third parties, including other users of the program, our service, or the CylixApps site and that the risk of injury from the foregoing rests entirely with you. CylixApps makes no warranty and disclaims all liability regarding the completeness, accuracy, consistency, or security of the CylixApps site and the CylixApps gigs. We are not responsible or liable for harm that results from your enrollment to the affiliate program, or use of the CylixApps site or any service provided therein.

15.3 Should the materials or services provided prove defective and/or cause any damage to equipment or any loss or inconvenience to the affiliate or anyone claiming through the affiliate, the affiliate assumes the entire cost and liability for such damage or loss.

16. Limitation of Liability

CylixApps, its subsidiaries, and any of their officers, directors, employees, representatives, agents, or suppliers will not, under any circumstance, be liable for any direct, indirect, special, incidental, punitive, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this agreement, the affiliate program and/or the use of the link or any widgets or plug-ins provided by CylixApps, even if we have been advised of the possibility of such damages. Furthermore, CylixApps its subsidiaries, and any of their officers, directors, employees, representatives, agents, or suppliers will not be held liable for any losses of any kind that may result due to downtime and/or the availability of the CylixApps site or the affiliate program and/or any other third party down time.

CylixApps's aggregate total liability arising with respect to this agreement and the affiliate program will not exceed in any event the total commission fees paid to you under this agreement during the 3-month period immediately preceding the event giving rise to such claim.

17. Relationship of the Parties

You and CylixApps are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. 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 Section.

18. Representations and Warranties

You hereby undertake, represent, and warrant to us as follows:

(i) This Agreement has been duly and validly executed and accepted by You and constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with its terms.

(ii) The execution and performance by You of this Agreement and the consummation by You of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate

(i) any provision of law, rule, or regulation to which You are subject,

(ii) any order, judgment, or decree applicable to You or binding upon Your assets or properties,

(iii) any provision of Your by-laws or certificate of incorporation, or

(iv) any agreement or other instrument applicable to You or binding upon Your assets or properties.

(iii) You are the sole and exclusive owner of the Affiliate Trademarks and have the right and power to grant to Us the license to use Your trademarks in the manner contemplated herein, and such grant does not and will not

(i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to You or binding upon Your assets or properties, or

(ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary rights of any other person or entity.

(iv) No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by You in connection with the execution, delivery, and performance of this Agreement or the taking by You of any other action contemplated hereby.

(v) There is no pending or, to the best of Your knowledge, threatened claim, action, or proceeding against You, or any Affiliate of Yours, with respect to the execution, delivery, or consummation of this Agreement, or with respect to Your trademarks, and, to the best of Your knowledge, there is no basis for any such claim, action, or proceeding.

(vi) During the term of the Agreement, You will not include in Your site content that is, in Our opinion, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethically, or otherwise objectionable or are in violation of Our Terms of Service or Acceptable Use Policy.

(vii) You are at least eighteen (18) years of age.

(viii) You are not engaged in any Prohibited Activity.

(ix) Each Referred User and each Qualifying Purchase referred or submitted by You to Us, is valid, genuine, unique, and not fraudulent and meets each of the Criteria for generating a Commission Fee as provided in this Agreement.

(x) You shall not use, procure, bid on, or otherwise arrange for a sponsored Link that uses or includes any of the CylixApps Marks.

(xi) You undertake, directly and in an indirect manner, not to register, procure or use any Internet domain name that includes any of the CylixApps Marks or any variations or names similar to any of the CylixApps Marks.

19. Indemnification

You hereby agree to indemnify and hold harmless Us and Our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on

- (i) any claim that Our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary rights of any third party,
- (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by You herein,
- (iii) any claim related to Your site, including, without limitation, its development, operation, maintenance, and content therein not attributable to Us or
- (iv) Affiliate engaging in any Prohibited Activity.

20. Confidentiality

Each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, CylixApps and vendor lists, and pricing and sales information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is

- (a) already lawfully known to or independently developed by the receiving party,
- (b) disclosed in published materials,
- (c) generally known to the public, or
- (d) lawfully obtained from any third party without breaching any obligation of confidentiality to the discloser hereunder.

Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information

- (a) to any person pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction,
- (b) to its accountants, attorneys, or other agents on a confidential basis, and
- (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Exchange Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

21. Independent Investigation

Your application submission acknowledges that you have read this agreement and agree to be bound by all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit CylixApps relationships on terms that may differ from those contained in this agreement. We may also solicit CylixApps relationships with entities that operate websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in the CylixApps Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

22. Governing Law

The laws of the State of Ireland will govern this Agreement, without reference to rules governing the choice of laws. Any action relating to this Agreement must be brought in the courts located in Dublin and You irrevocably consent to the jurisdiction of such courts. 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. Our failure to enforce Your strict performance of any provision of this Agreement will not constitute a waiver of Our right to subsequently enforce such a provision or any other provision of this Agreement.

23. Clarification for German Affiliates.

If you are based in Germany, we only offer the Affiliate program for entrepreneurs within the meaning of Section 14 German Civil Code ("BGB") and not for consumers within the meaning of Section 13 German Civil Code ("BGB").

I INDICATE MY APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME AN AFFILIATE UNDER THESE TERMS AND CONDITIONS BY COMPLETING AND SUBMITTING THE AFFILIATE PROGRAM SIGNUP FORM.

* The date at the top of this policy indicates when it was last updated.