

General Terms and Conditions for Affiliates

1. General Provisions

These General Business Terms and Conditions for Affiliates apply to the use of the Platform www.financeAds.com (subsequently referred to as "Platform") of financeAds International GmbH (subsequently referred to as "financeAds") and also regulates the contractual obligations related to the marketing of online advertising placements between advertising space operators (subsequently referred to as "Affiliates") and advertising customers (subsequently referred to as "Advertisers").

financeAds allows the Advertisers to access its network of Affiliates who have the goal of marketing the products and services of the Advertisers and win new clients for the Advertiser.

The Advertiser provides ad media in the form of text links, banners or email templates for Affiliates to use. The Affiliates may use and display such ad media on their Advertising Space, for instance, websites, or on e-mails or any other online advertising to market the Advertiser's products or services.

Ad media is made available on financeAds Platform and an affiliate program (subsequently referred to as "Program") is set up on the Platform to allow Affiliates to run advertising campaigns with the aim to bring new clients to the Advertisers.

If the Affiliates' advertisement is successful, and the Advertiser acquires a new customer or sells one product, the Advertiser shall remunerate financeAds and financeAds will pay the Affiliates the agreed remuneration (subsequently referred to as "Commission"). The type and amount of the Commission paid to Affiliates are visible on the Platform.

2. Platform participation rules

- 2.1. Each Affiliate is aware of the applicable law especially in regard to online marketing. The Affiliate ensures that all commercial and regulatory requirements for online marketing activities are fulfilled and proven on request, especially in the relation to the specific markets where the Affiliate operates.
- 2.2. Affiliates must first join the financeAds platform and by joining, they accept the present General Business Terms and Conditions for Affiliates.
- 2.3. To join the platform, Affiliates must have a bank account.
- 2.4. financeAds reserves the right to reject an Affiliate application without having to explain the reason for the rejection.
- 2.5. Once accepted into the Platform, Affiliates must then apply to an Advertiser Program before they are allowed to advertise the Advertiser's product and services. Advertisers or / and financeAds when allowed by the Advertisers, have the right to reject the Affiliates' application. Advertisers or financeAds have no obligation to explain the reason for the rejection. During the application process, the Affiliate must provide details of their Advertising Space and these might be checked against the prerequisites of the Program.
- 2.6. Should the Advertising Space listed in the registration process or in the application for a specific partner program not correspond to the Advertising Space actually available, financeAds is entitled to block the Affiliate account immediately and all pending commission will not be paid out.
- 2.7. In submitting their application for a Program, Affiliates accept any additional conditions for participation which are displayed in the context of each program, displayed on the financeAds Platform. These conditions will become an integral part of this contract. Advertisers may change their program conditions at any time. The Affiliate is solely responsible for ensuring it is aware of any changes to the program conditions.
- 2.8. Should the Affiliate violate any of the program conditions, financeAds is entitled to block the Affiliate account immediately and all pending commission will not be paid out.

- 2.9. financeAds offers its Affiliates the opportunity to integrate the affiliate Programs on their website using white label comparison tools (financeAds tools). Affiliates might use these tools to lead new customers to the Advertiser's website and are rewarded as defined in the contract signed by the Advertiser and financeAds and visible on the Platform on the program's conditions.
- 2.10. The tracking links and any coding embedded within the tools cannot be utilised, under any circumstance, anywhere else but within the tools themselves. Concretely, Affiliates are not allowed to use any tracking links that derive from the tools on any other Advertising Space they own (for example banners, or text links).
- 2.11. Any violation of this will result in the Commission not being paid to the Affiliate for all leads / sales generated through the white label tool. financeAds reserves also the right to terminate the agreement immediately as a result of the Affiliate generating leads / sales in the way explained on point 2.10 and to eventually ban the affiliate at its own discretion.

3. Obligations of Affiliates

- 3.1. By applying to a partner program and incorporating the advertisement into their Advertising Space, Affiliates confirm that their Advertising Space and the advertising activities as a whole:
 - 3.1.1. Do not infringe any rights of third-parties (in particular, without limitation, copyrights, trademark rights, personal rights or similar rights).
 - 3.1.2. Do not violate any other provisions of the law (in particular competition law), do not endanger the democratic constitution, do not glorify violence, are not racist, pornographic or liable to corrupt youth, or unfit to be made generally accessible.
- 3.2. The Affiliate must respect the prohibition of unsolicited advertisement ("Spam") when sending e-mails containing Ad Media. Therefore, the consent of each and every recipient is to be obtained prior to sending e-mails; financeAds reserves the right to ask the Affiliate to provide written evidence that such consent has been granted. Additionally, affiliates are required to submit, ahead of sending the newsletter, the content of said newsletter for approval either by the Advertiser or by financeAds. Silence does not constitute approval. Affiliates must also seek double opt-in approval from their users.
- 3.3. The Affiliate must not use keywords containing legally protected terms such as, in particular, trademarks of the Advertiser or of the Advertiser's competitors ("brand bidding"), unless the respective Advertiser has expressed his permission.
- 3.4. Sub-Network of Affiliates - Affiliates who are operating as sub-network of other affiliates themselves must inform financeAds prior to promoting the advertiser's affiliate program. They also hereby guarantee to communicate these "General Business General Business Terms and Conditions for Affiliates" to their Sub-Affiliates and to monitor and enforce their compliance. Affiliates will be held fully responsible and liable for the conduct of their Sub-Affiliates, especially in regard to their sub affiliates' compliance to the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any subsequent iterations. The responsibility to enforce and monitor compliance is solely with the Affiliate and the Affiliate who operates a sub-network of affiliates releases financeAds of any liability related to its sub-affiliates' behaviour.
- 3.5. Affiliates must comply with all regulations that are applicable to the market(s) where they operate or are based and or are promoting the Advertiser's products. Affiliates are fully responsible to comply with the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any subsequent iterations and its implications. This applies also to sub-network of Affiliates.
- 3.6. AI-generated content by our affiliates:
 - 3.6.1. Transparency and Disclosure: Affiliates must disclose the extent to which AI-generated content is used in their marketing materials. Any content created with AI should be reviewed and refined to ensure accuracy, compliance, and value addition by the Advertiser or by financeAds
 - 3.6.2. Quality and Compliance: AI-generated content must adhere to industry regulations, including financial disclosure requirements. Affiliates are responsible for ensuring that all content remains accurate, ethical, and compliant with legal standards.
 - 3.6.3. Assessment and Monitoring: We reserve the right to audit and assess AI-generated content to determine whether it meets our quality and compliance standards. Repetitive, generic, or misleading AI-driven

content may be subject to removal or disqualification from commission compensation.

3.6.4. Ethical and Responsible Use: Affiliates must ensure that AI-generated content does not mislead consumers, misrepresent financial products, or compromise ethical marketing practices. Any violations may result in penalties, including suspension or termination of the affiliate partnership.

3.7. Misuse

3.8. Any form of misuse, i.e. procuring business transactions by unfair methods or inadmissible means that violate applicable law, of these General Business Terms and Conditions for Affiliates or the principle of the financeAds Network or of the Program conditions, is prohibited.

3.9. In particular, Affiliates are prohibited from attempting to obtain Commissions by procuring business transactions themselves or through a third person using the Ad Media, tracking links and/or other technical aids provided to them in the context of the financeAds Network using one or several of the following methods, for example but not limited to:

3.10. Fraudulently pretending or faking business transactions, for example by entering third party data without authorization, or by providing false or non-existing data when ordering goods or registering online;

3.11. Using Ad Media that enables Tracking although it is not displayed at all, not visibly or not in the manner and/or size stipulated by the Advertiser; or Brand-Bidding.

3.12. Any form of misuse will lead to the blocking of the Affiliates' accounts immediately. In this case Affiliates may raise an objection (e.g. via letter, fax, e-mail) within a month in order to provide a statement and evidence that the chosen form of advertising has been in accordance with these General Business Terms and Conditions for Affiliates. If the Affiliate cannot confute the breach of this Agreement, financeAds will issue a notice of termination. The Affiliate shall not be entitled to any remuneration.

3.13. For each case of intentional or negligent violation of the present provisions, the Affiliate hereby undertakes to pay financeAds liquidated damages in each case in an amount to be determined at financeAds' s equitably exercised discretion and, in case of an argument between the Parties, the decision will be subject to the competent court. This applies also to Sub-Network of Affiliates.

3.14. Account Closure: financeAds reserves the right to close any account without prior notice in case of violation of the terms and conditions. This includes any attempt to generate commission using any method that could be considered as fraud. In this case, any pending commission will be withheld.

4. Remuneration

Affiliates will receive performance-related remuneration ("Commission").

4.1. The amount of the Commission in each individual case, and the type of business transactions entitled to the payment of Commission, shall depend on the respective Advertiser's partner program. The Advertiser may modify the conditions of the partner program or terminate the entire program with effect for the future. Affiliates shall not demand a program being operated at all or at certain conditions. The conditions of the partner program can be viewed on the financeAds Platform.

4.2. The entitlement to payment of the Commission is constituted by the following premises:

4.2.1. A business transaction between a customer and an Advertiser has been effected via the Advertising Space; The business transaction has been tracked by financeAds; The transaction has been approved by the Advertiser. If the Advertiser does not provide the final report highlighting valid transactions, or does not pay the final invoice for those transactions, financeAds reserves the right not to pay any commission to Affiliates. financeAds is not responsible for any damage or loss incurred by the Affiliates as a result of it. This also applies to Sub-networks of Affiliates who are solely responsible for any obligation towards their affiliates.

4.2.2. Once the Advertiser has provided the final validation file and once the invoice related to those transactions have been paid, a credit statement will be issued electronically by financeAds and the approved commission will be paid into the bank account specified by the Affiliate based on the conditions agreed with the Advertiser. Any deviation to the payment rules must be agreed with the Advertiser.

If the Bank account is either a German account or an account with a bank participating in the IBAN/BIC System, disbursements shall be made free of charge. Any other relevant fee or bank charges will be deducted from the amount to be paid.

4.2.3. The Affiliate will be paid in the currency the program has been set up on the Platform. Special arrangements can be made for the Affiliate providing that an agreement is finalized before the payment is due and in written form (email confirmation would suffice).

4.2.4. Commission is paid once the approved commission threshold of €50 or £50 to be paid

4.2.5. It is the Affiliate responsibility to check, on the financeAds Platform, that the banking details are correct. financeAds reserves the right to either stop and / or withhold payments and / or charge any fee until the details are corrected by the Affiliate and / or to charge any fee that financeAds might incur if the payment is coming back.

4.3. Inactive Account Policy

4.3.1. Account Inactivity: financeAds reserves the right to terminate or suspend any affiliate account that has been inactive for a period of six (6) consecutive months. An account will be considered inactive if it has not generated any approved leads or sales within this six-month period

4.3.2. Withholding of Commissions: In the event of account termination due to inactivity, any pending commissions may be withheld

4.3.3. financeAds is not obligated to pay out any commission that has been accrued but not yet paid at the time of account termination due to inactivity.

4.3.4. Reactivation Process: Should an affiliate wish to reactivate their account after it has been terminated due to inactivity, they must contact financeAds directly. The reactivation process will require verification to confirm the identity of the affiliate and to ensure that all details remain correct and up to date. financeAds reserves the right to request additional information during the reactivation process. Any previous outstanding commission will not be carried forward into the new account.

4.3.5. Tracking Link Usage: It is understood that even if an account is terminated due to inactivity, if the affiliate continues to use a tracking link, financeAds may still incur a cost per click. It is the responsibility of the affiliate to cease the use of the tracking links immediately upon account termination

4.3.6. No Obligation to Maintain: financeAds is under no obligation to maintain accounts that do not generate any approved leads or sales after the stated period of inactivity.

5. Term of Agreement and Termination

5.1. The agreement on participation in the financeAds Network is concluded for an indefinite term. The parties may terminate the agreement at any time in text form (letter, fax, e-mail);

5.2. Any business transaction that has been validated and paid by the Advertiser to financeAds that was procured via the Advertising Space at the time of termination will be paid to the Affiliate.

5.3. financeAds values a transparent and collaborative relationship with its Affiliates. In the spirit of fairness and mutual benefit, If an Affiliate receives an offer for direct cooperation from an Advertiser introduced through the financeAds platform or if the affiliate actively seeks a direct partnership with such Advertiser, the Affiliate is responsible to informing financeAds before entering into any agreement directly with the Advertiser. This would allow financeAds the opportunity to discuss the offer and potentially make a counter offer, ensuring a balanced and trustworthy partnership. This clause is not intended to restrict the Affiliate's ability to pursue opportunities but to encourage open communication and to allow for a discussion about how financeAds may be able to offer competitive terms. Failure to notify financeAds of a direct collaboration with an Advertiser introduced by financeAds may result in the suspension or termination of the Affiliate's participation in the financeAds platform.

6. Data Protection and usage of cookies and Compliance

- 6.1. financeAds acquires, processes and uses the Affiliate's personal data in compliance with the national data protection laws and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any subsequent iterations.
- 6.2. financeAds acquires, processes and uses the personal data only to fulfil the purpose of these General Business Terms and Conditions for Affiliates and shall not be passed to third parties. financeAds uses personal data only for the management and use of the financeAds service.
- 6.3. financeAds uses so-called cookies, to improve its Platform for both Advertisers and Affiliates and to ensure their security logging in to the Platform. Furthermore, financeAds uses cookies to ensure a correct tracking of leads and sales with the purpose of a correct attribution to the different Affiliates.
- 6.4. A specific Data Processing Agreement (DPA) is stored and saved on each Affiliate's profile on the financeAds Platform and can be provided upon request.
- 6.5. Affiliate and Advertisers' Compliance Responsibility: financeAds requires that all Affiliates and Advertisers agree that they are independently responsible for ensuring full compliance with all applicable data protection laws, banking and financial regulations, and any other relevant legal requirements in all jurisdictions where they operate. This includes, but is not limited to, obtaining and maintaining all necessary consents from data subjects, ensuring transparency in the use of cookies and other tracking technologies, and adhering to local financial regulations applicable to marketing and promotional activities. Affiliates and Advertisers must be fully informed of and comply with all legal and regulatory obligations specific to their activities and the markets in which they operate. financeAds expressly disclaim any responsibility or liability for any lack of compliance, ignorance of the law, or failure by Affiliates and Advertisers to adhere to their legal obligations. Affiliates and Advertisers are solely responsible for any penalties, fines, or legal consequences arising from their non-compliance with applicable laws and regulations.
- 6.6. Liability and Indemnification: Affiliates and Advertisers agree also to indemnify, defend, and hold harmless financeAds from any and all claims, damages, liabilities, costs, and expenses (including legal fees) arising out of or related to the Affiliate or Advertiser's failure to comply with their legal obligations, including but not limited to data protection laws, banking and financial regulations, and any other applicable local or international laws.
- 6.7. Monitoring and Enforcement: financeAds reserves the right to monitor Affiliate and or Advertisers' compliance with the above obligations and to take appropriate action, including but not limited to suspension or termination of any contract with the Parties, in the event of non-compliance. However, this right does not imply any responsibility on the part of financeAds to ensure or enforce Affiliates and Advertisers' compliance with applicable laws.

7. Reservation of Right to Modification

financeAds is entitled to change or make additions to these General Business Terms and Conditions for Affiliates at any time.

8. Final Provisions

- 8.1. These General Business Terms and Conditions for Affiliates are subject to German law under exclusion of all conflict of any other law rules
- 8.2. Berlin shall be the place of jurisdiction for all disputes arising from this General Business Terms and Conditions for Affiliates.
- 8.3. Should any individual part of these General Business Terms and Conditions for Affiliates be ineffective or not applicable, this shall not affect the remaining provisions. The ineffective or not applicable provisions should be replaced by an effective and applicable one that corresponds as closely as possible to the economic purpose of the original one. The same applies to loopholes.

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financeAds International GmbH

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