

TERMS OF USE FOR WEBMASTERS

By using CPA BRO website, you acknowledge and agree to the Terms of Use set forth. If you do not agree to these terms, you should refrain from using the website or obtaining any services offered through it. Furthermore, access to the website and its services is strictly contingent upon your full acceptance and compliance with all Terms of Use outlined in this document. CPA BRO reserves the right to terminate or suspend your user account, along with any associated information or files, and restrict access to its services, with or without prior notice.

Campaign or **Advertising Campaign** means the details of the Advertising campaign, including the period of Campaign, traffic restrictions, targeting, price for defined (qualified) Action and other terms agreed by CPA BRO and Advertiser.

Advertiser – CPA BRO’s Client determining the Advertising Campaign.

Advertising Material (-s) – any advertising materials provided by Advertiser for placement on the Internet.

Action – A defined specific Action made by user to be paid by Advertiser.

Intellectual Property Rights means (a) any and all proprietary rights provided under, (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law, or (v) any other statutory provision or common law principle applicable to Terms of Use, including trade dress and trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.

Targeting shall mean the Campaign’s parameters which include but not limited targeting of placement, type of user’s devices and others.

Territory – State (-s) where advertising materials to be placed.

Fraudulent Activities (“Fraud”) means by way of example only and without limitation, actual or attempted: (i) providing the artificially inflated Actions by using a program, script, device, or other means; (ii) excessive page reloading; (iii) the offering or providing by Publisher or any third party of any unauthorized incentives (financial or otherwise) to end users; (ii) use of unsolicited email or inappropriate newsgroup postings to promote Web/Wap site(s); (iv) auto-spawning of browsers; (v) automatic redirecting of users; (vi) blind text links; (vii) misleading links or any other method that may lead to artificially high numbers of impressions or clicks. (viii) deposits, revenues or traffic generated through illegal means; (viix) any other act by

Publisher or by an end user which is understood to have been committed in bad faith against Advertiser or to defraud Advertiser (as determined by Advertiser in its sole discretion) regardless of whether or not such action has resulted in any type of harm or damage to Advertiser including without limitation payments generated on stolen credit cards, manipulation of the service or system or other promotional abuse, and unauthorized use of any third party Intellectual Property Rights (which for the avoidance of doubt includes Advertiser's Intellectual Property Rights).

Service Usage

The reproduction, transfer, distribution, or storage of any or all content on this website is strictly prohibited without prior written permission, except as permitted by the following terms. CPA BRO permits browsing of the website and printing of extracts from its pages for personal use only. The website and its contents are provided for convenience and on an "as is" and "as available" basis. CPA BRO makes no warranty that the website will be free from interruptions or errors and reserves the right to withdraw access to pages at any time. CPA BRO is not liable for any direct, indirect, incidental, special, or consequential damages, including lost profits or business interruption, arising from the use or inability to use this service, even if advised of the possibility of such damages. CPA BRO may include links to third-party sites for ease of use, but is not responsible for the content of those sites or any material published by third-party sites. A link to a non- CPA BRO site does not imply endorsement of the site or services referenced therein.

To be eligible to use CPA BRO services, you must be at least 18 years old and have the right, authority, and capacity to enter into and abide by these Terms of Use.

As part of this Terms of Use, you can apply to Advertiser programs to earn payouts by promoting Advertisers in accordance with their program terms and this Terms of Use. Advertiser approval is necessary for acceptance into their program, and once approved, you can display and remove links to their website or content in compliance with their terms and this Terms of Use. Advertiser acceptance applies only to the individual or entity that agreed to this Terms of Use.

Terms. CPA BRO provides access to an Advertiser's Advertising Campaigns' terms. Advertisers may change payout rates, but must give at least 7 days' written notice through CPA BRO.

CPA BRO undertakes to inform the Publisher (hereinafter also Webmaster) via email or other agreed method (Skype, Telegram, Account in CPA BRO) about any amendments to the terms and conditions of Advertisers' Campaigns as soon as it is reasonably possible.

CPA BRO undertakes to provide the Webmaster with access to CPA BRO online statistics via account in CPA BRO platform, which includes information about the number of qualified Actions and the amount of commission due to be paid to the Webmaster for confirmed Actions performed by the Users.

General Webmaster Rights and Obligations

The use of links to an Advertiser's website or content in unsolicited emails, spam, link farms, counters, chatrooms, guestbooks, third-party newsgroups, or message boards is prohibited.

Webmasters promoting Advertisers through instant messages, IRC channels, or similar resources must indicate their program as "special," requiring manual review and acceptance by the Advertiser. You must ensure that your promotion of Advertisers does not mislead visitors, and that transactions resulting from links are bona fide.

Any transactions made in bad faith, including those generated using devices, robots, Iframes, or hidden frames, are prohibited. Compensation for transactions made by you or your agent as a visitor may or may not be granted. Non-bona fide transactions, including multiple Leads from the same individual, entity, or IP address, are ineligible for payouts.

None of your promotional activities may infringe upon an Advertiser's proprietary rights, CPA BRO 's proprietary rights, or the proprietary rights of a third party, including trademark rights.

If links to an Advertiser are not updated dynamically through CPA BRO, you are obligated to update them upon notification of the need to update in order to display current statistics in the account and receive payouts.

Webmaster Obligations to CPABRO

As a Publisher (Webmaster), you agree to provide accurate and up-to-date information to CPA BRO about your promotional methods, including graphic, text materials, contact information and coordinate it with CPA BRO. You must accurately and completely describe all promotional methods, and any special programs require manual approval and acceptance by the Advertiser. You represent and warrant that your promotional means will not include objectionable content, and that you will not mislead others. You agree to comply with Advertisers' program terms and requirements. CPA BRO reserves the right to review and approve all promotional activities and/or deactivate your account if fraudulent, abusive, or prohibited content or activity is discovered. In case your account was deactivated any payouts will be frozen.

You are required to comply with all applicable laws, including, but not limited with the CAN SPAM Act of 2003 and any other laws and regulations governing email marketing and communication. You are prohibited from spamming or engaging in indiscriminate advertising or unsolicited commercial email, and must not facilitate such activities. Pop-up or pop-under advertising using third-party properties or services (software) is allowed in case of written agreement with CPA BRO. Pop-ups and pop-unders are acceptable only if triggered by your website content/visit or downloadable software applications for which you are the owner/operator. Pop-ups and pop-unders cannot force clicks or redirects, pop over a pay-per-click listing or natural search results-

As a Publisher (Webmaster), you must comply with all laws and regulations governing the privacy of visitor information. You must post a privacy policy on your website and make it available to all visitors. Your privacy policy must be commercially reasonable, accurately disclose your collection and use of visitor information, and comply with all applicable laws and regulations.

As a Publisher (Webmaster), you are prohibited from enabling the tracking code to collect personally identifiable information of visitors that would allow to personally identify visitors. You represent and warrant that you will comply with this requirement and will not collect any personally identifiable information through the tracking code.

As a Publisher (Webmaster), you are responsible for all usage and activity on your account, including any loss, theft, or unauthorized disclosure of your password, except in cases where CPA BRO 's negligent or willful conduct or omission caused such loss or unauthorized disclosure. You must promptly notify CPA BRO in writing of any known or suspected unauthorized use of your account or breach of its security. It is your responsibility to maintain the confidentiality of your password.

If the account is blocked by CPA BRO due to violation of the rules of working with CPA BRO and You create a multiaccount, which we recognize via our fraud filters, CPA BRO is entitled to block all accounts. The creation of a second or more account is possible only with the written agreement of CPA BRO, otherwise CPA BRO has the full right to block all Webmaster's accounts without withdrawing funds.

Services

The process of tracking transactions and payouts in CPA BRO involves determining actual payouts that should be credited to your account, and applying estimated amounts of payouts in situations where there are errors or historical data is utilized for analysis.

CPA BRO provides support for your program through their online "Contact Us" area, where you can categorize and describe your issue. Support service may also be available via messengers during operating hours.-This support allows you to resolve any issues that may arise during your program and get the resources necessary to maximize your success with CPA BRO.

CPA BRO facilitates payment of payouts by crediting your account with a payout for each confirmed Action (hereinafter also «lead») according to the advertiser's payout rate and Campaign's terms. CPA BRO is entitled to confirm or decline a lead in accordance with the rules of advertising campaign and CPA BRO's rules. Positive balances in your account for confirmed Actions will be issued to you according to the terms of each advertiser of CPA BRO but not earlier than CPA BRO receives the payment from Advertiser, provided that your account balance exceeds the required minimum account balance. However, CPA BRO has no obligation to make payment for payouts that have not been received from the relevant advertiser. CPA BRO has the right to seek amounts due from advertisers on your behalf, but may elect not to make payment for amounts not received from an advertiser. Recourse for any earned payouts not paid is against the relevant advertiser, and CPA BRO is not liable for such payment but guarantees all efforts by

virtue of its capabilities to commit a positive amount. You may receive payment in any currency that CPA BRO supports, with the conversion rate determined by CPA BRO operating standards. CPA BRO may assess service fees to process or stop your payment as necessary, and the number or amount of transactions, credits for payouts, and debits for charge-backs are final and binding.

If your account is debited amounts equivalent to previous payouts for charge-backs and you do not have an adequate account balance to cover the charge-back amounts, your account may have a negative balance. In such cases, you are required to immediately remit payment to CPA BRO to bring your account to a zero balance. Failure to do so may result in the accrual of interest at a rate of 5% per month, compounded monthly. It is important to maintain a positive balance in your account to avoid incurring interest charges and to ensure that you can continue to benefit from CPA BRO network services.

Intellectual Property Rights

Under this agreement, for each advertiser's program that you have been accepted to, the Advertiser grants you the right to display and link to their website or website content in accordance with their program terms. Your use of the link signifies your agreement to refrain from copying or modifying any icons, buttons, banners, graphics files or content contained in the link, including refraining from removing or altering any copyright or trademark without written agreement with CPA BRO.

You authorize CPA BRO to utilize your trademarks, service marks, trade names, and/or copyrighted material that you provide to CPA BRO to promote your participation in the network services.

Your use of CPA BRO website and trademarks is subject to the terms of use available on the website, and you agree not to adopt or use in any manner any trademarks, service marks, trade names, and/or URLs that are the same or confusingly similar to, or are combined with, those of CPABRO.

All proprietary rights of Advertisers, You, and CPA BRO, and all goodwill arising as a result of such rights, inure to the benefit of the owner of the rights. You acknowledge that you do not obtain any proprietary rights in CPABRO's trademarks, service marks, tradenames, URLs, copyrighted material, patents, and patent applications, and agree not to challenge CPA BRO proprietary rights.

Additionally, you acknowledge that you do not obtain any proprietary rights in your advertisers' proprietary rights and agree not to challenge their proprietary rights.

All personally identifiable information provided by visitors through the tracking code or in response to an advertisement or request for information, and any reports, results, and/or information created by CPA BRO from such data, is the sole property of Advertiser and CPA BRO.

You are prohibited from using, copying, making derivative works from, selling, transferring, leasing, assigning, redistributing, disclosing, disseminating, or otherwise making available such data or visitors to any third-party.

Applicable Law and Dispute Resolution

These Terms of Use will be interpreted and governed based on the laws of the United Kingdom, without considering rules regarding conflicts of law. By using the Site, you irrevocably agree to the exclusive jurisdiction of England and Wales courts in any disputes related to or arising from the use of the Site or these Terms of Use.

Confidentiality

You acknowledge that CPA BRO may, but is not obligated to, provide your email address and basic account details to advertisers. CPA BRO may also provide visitor, transaction, and tracking code data to the Advertiser to which you referred such visitor, and to any third party in CPA BRO's sole discretion. This may include regulatory, legislative, and judicial bodies, and pursuant to allegations and claims of proprietary rights infringement. It is important to maintain the confidentiality of any proprietary and confidential information received from CPA BRO or third parties and to make commercially reasonable efforts to protect such information.

You agree that CPA BRO may, but is not obligated to, provide your email address(es) and basic Publisher account details to Advertisers. CPA BRO may provide any and all visitor, transaction and/or tracking code data to the Advertiser to which You referred such visitor, and to any third-party in CPA BRO sole discretion, including but not limited to all regulatory, legislative and judicial bodies, and pursuant to allegations and claims of proprietary rights infringement.

Limitation of Liability

CPA BRO's obligation or liability under this Agreement is limited to the total payouts paid to you by CPA BRO during the year preceding the claim. Any action, suit, or proceeding against the other party to these Terms of Use must be brought within one year after the termination of these Terms of Use.

You agree that CPA BRO shall not be liable to you or any third party, including other publishers (webmasters) or advertisers of the service, for any consequential, exemplary, special, incidental, or punitive damages. This includes but is not limited to loss of goodwill, lost profits, business interruption, or loss of programs or other data, even if advised of the possibility of such damages or claim. The limitations of liability are important to ensure that both parties understand the extent of their obligations and potential risks under these Terms of Use.

No remedy or election shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

You agree to indemnify, defend and hold us harmless from any third party claims, damages, liabilities, losses and/or expenses (including reasonable attorneys' fees and expenses) arising out of your access to or use of the website, your violation of these Terms of Use, or the infringement by any other user of your account, for violations of any intellectual property or other right of any

person or entity. We will promptly notify you of any such demand, loss, liability or claim and will provide you with reasonable assistance, at your expense, in defending against any such demand, loss, liability, claim or expense.

If fraudulent activity is detected, the platform will notify the advertiser by email or via messengers that the account will be closed due to a violation of these Terms of Use, and the balance will be forfeited. The closed account and balance cannot be restored.

The webmaster is fully liable for traffic sources, the quality of traffic he uses in order to perform its obligations under advertising campaign. Webmaster is obliged strictly to follow KPI rules for offer (advertising campaign) and perform its obligations in accordance with Advertiser's requirements. In case Webmaster found out any conversion drawdowns he shall immediately notify the CPA BRO regarding the matter otherwise Webmaster bears all risks of adverse effects.

Miscellaneous

These Terms of Use constitute the entire agreement between you and CPA BRO with regard to your use of this website, and any and all other written or oral agreements or understandings previously existing between you and CPA BRO with respect to such use are hereby replaced and cancelled. CPA BRO will not accept any other Terms of Use, and any such offers are hereby rejected. CPA BRO failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by CPA BRO of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between CPA BRO and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties. If any of the provisions of these Terms of Use are held by a court or other authority of competent jurisdiction to be void or unenforceable, such provisions shall be limited to the minimum extent necessary and replaced with a valid provision that best contains the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

CPA BRO reserves the right, at its sole discretion, to modify these Terms of Use at any time. It is your sole responsibility to check these Terms of Use regularly for changes. Your ongoing use of the website following the upload of any modifications will mean that you accept and agree to them.