PRIVACY POLICY
CPA BRO AFFILIATE PROGRAM

The current version of this Privacy Policy is published at: https://cpabro.vip/

This Privacy Policy explains how personal data is collected, used, disclosed and protected when you visit the website cpabro.vip (the «**Website**»), use the «CPA BRO» affiliate platform (the «**Platform**»), register as a partner (webmaster), or otherwise interact with the services of the CPA BRO affiliate network (the «**Network**»).

The Website, the Platform and the Network are operated and managed by the operating company designated in your Dashboard, in the applicable Offer terms, or in the payment and closing documents (invoices) issued to you (the «**Company**», «**we**», «**us**» or «**our**»). References in this Privacy Policy to the «Company» shall be read accordingly.

Capitalized terms used but not defined in this Privacy Policy have the meanings given to them in the Terms and Conditions of the CPA BRO Affiliate Program published on the Website (the «**Terms**»), which are incorporated into this Privacy Policy by reference.

This Privacy Policy is provided in accordance with applicable data protection legislation, including, where applicable, the UK General Data Protection Regulation (the «UK GDPR»), the Data Protection Act 2018 and the EU General Data Protection Regulation (EU) 2016/679 (the «EU GDPR»), and should be read together with the Terms.

By accessing the Website, registering on the Platform or otherwise using our services, you acknowledge that you have read and understood this Privacy Policy. If you do not agree with this Privacy Policy, you should not use the Website or the Platform and should not provide us with your personal data.

1. WHO WE ARE

1.1. For the purposes of applicable data protection legislation, the Company is the controller of the personal data collected through the Website and the Platform, and is responsible for deciding how such personal data is held and used.

1.2. The Company’s corporate details are made available to you in the Dashboard, or in the applicable Offer terms, or in the payment and closing documents (invoices) issued to you. You may also request the Company’s corporate details at any time through Authorized Channels, and the Company shall provide them to the extent required for the performance of the Terms, for payment processing, or by applicable law.

1.3. Where we process personal data on behalf of Advertisers or other business partners under a written agreement, we act as their processor and process such data only on their documented instructions.

1.4. For any questions concerning this Privacy Policy or our data protection practices, contact us as set out in Section 14.

2. PERSONAL DATA WE COLLECT

2.1. We collect only the personal data necessary for the purposes set out in this Privacy Policy. Upon registration on the Website we collect, as a rule, only:

(a) your name or username (display name);

(b) your contact details – e-mail address, telephone number and messenger handles (Telegram);

(c) your password for the account on the Platform (stored by us only in hashed form);

(d) information about your professional experience and traffic sources.

2.2. Data we may request additionally. We do not routinely collect other categories of personal data. However, we may request additional data from you where necessary for a specific purpose, including:

(a) identity and, for legal entities, corporate documents – for verification and KYC/AML purposes under clause 5.9 of the Terms;

(b) payment details (bank account details, e-wallet addresses, cryptocurrency wallet addresses, billing details) – for the processing of payouts;

(c) evidence of professional experience (screenshots of advertising accounts, statistics from other networks, traffic sources) – for selective onboarding and verification of the quality of Traffic;

(d) confirmations, screenshots, video recordings and source files of creatives – for anti-fraud audits under clauses 5.2 and 5.8 of the Terms;

(e) tax identifiers and other data required by applicable tax legislation.

You are not obliged to provide such additional data; however, failure to provide it may prevent us from verifying your account, processing a payout or continuing cooperation, and may constitute a breach of the Terms.

2.3. When you visit the Website we automatically collect certain technical data, including your IP address, browser type and version, operating system, device type, browser language and time zone setting.

2.4. Usage and tracking data. We collect data about your use of the Website and the Platform (pages visited, date and time of visits, time spent on pages, actions performed in the Dashboard) and tracking data through cookies and similar technologies as described in Section 7. Where you participate in the Network as a webmaster, we also process traffic and conversion data generated through your Tracking Links, which is necessary for attribution, statistics, settlement and anti-fraud control.

2.5. Data relating to end users (Traffic). In respect of internet users redirected to the Advertisers' online resources through Tracking Links (end users), the Platform processes only technical routing and attribution metadata – including click identifiers (Click ID, SubID), IP addresses (in pseudonymized or truncated form where technically feasible), user-agent strings, device and browser parameters, timestamps and conversion postbacks – solely for the purposes of traffic attribution, accounting of Target Actions, settlement, statistics and fraud prevention. Such metadata may constitute personal data under applicable law; it is processed for our legitimate interests in operating a secure and fraud-resistant tracking platform and, where required, on the basis of consent obtained through the cookie mechanisms described in Section 7.

2.6. End users are not our data subjects in respect of gaming activity. We do not collect, identify or process gaming profiles, identity documents, financial information or payment details of

end users of online casinos or bookmakers. Such data is collected and processed by the relevant Advertisers on their own online resources, acting as independent controllers, under their own privacy policies. Any requests of end users concerning their gaming accounts, deposits, winnings or gaming personal data must be addressed to the relevant Advertiser directly. We do not merge the technical metadata described in clause 2.5 with gaming or payment data held by Advertisers.

2.7. Data received from third parties. We may receive personal data about you from third parties, including Advertisers and network partners (for verification of traffic quality, reconciliation of performance data and confirmation of payable actions) and service providers (payment processors, analytics providers), as well as from publicly available sources where permitted by applicable law.

2.8. Personal data of third parties provided by you. If you provide us with personal data of other individuals (for example, when submitting information about your traffic sources, team members or attracted users), you warrant that you have a lawful basis for doing so, including, where required, that you have obtained their consent or provided them with the necessary information. You remain responsible for the lawfulness of such data and for the manner in which you collect and use it in your own activities.

2.9. We do not intentionally collect special categories of personal data (data on health, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, sex life or sexual orientation), nor data on criminal convictions and offences. We do not knowingly collect personal data from persons under the age of 18 (or a higher age of majority, e.g. 21, where required by the law of the relevant jurisdiction). If you become aware that a person below the applicable age has provided us with personal data, please contact us so that we can take appropriate action.

3. HOW WE USE YOUR PERSONAL DATA. LEGAL BASES

3.1. We use your personal data only where the law permits us to do so. The purposes of processing and the corresponding legal bases are:

(a) registration on the Platform, provision of access to Offers, maintenance of your account and the Dashboard, and performance of the Terms – performance of a contract;

(b) processing of payouts and settlements, including in digital assets – performance of a contract;

(c) verification of your identity, KYC/AML checks, sanctions screening and prevention of money laundering – compliance with a legal obligation and our legitimate interests;

(d) traffic accounting, attribution of Target Actions, calculation of commission and settlement of statistics – performance of a contract and our legitimate interests;

(e) detection, prevention and investigation of Fraud, Prohibited Traffic, abuse and breaches of the Terms, including the operation of automated anti-fraud systems – our legitimate interests (protection of the Network, Advertisers and other partners);

(f) communication with you regarding your account, technical support, notifications about changes to Offers or to the Terms – performance of a contract and our legitimate interests;

(g) improvement and optimization of the Website, the Platform and our services, analysis of trends and usage statistics – our legitimate interests and, for non-essential cookies, your consent;

(h) sending marketing communications, promotional materials and information about Offers – your consent or our legitimate interests, where permitted by applicable law; you may object or withdraw consent at any time;

(i) compliance with legal and regulatory obligations, responses to lawful requests of competent authorities, and the establishment, exercise or defence of legal claims – compliance with a legal obligation and our legitimate interests.

3.2. Where we rely on legitimate interests, we have conducted a balancing assessment to ensure that our interests are not overridden by your rights and freedoms. Our legitimate interests consist in operating and securing the Network, preventing Fraud, ensuring the quality of Traffic, protecting our commercial relationships with Advertisers and complying with the requirements of regulators and payment providers.

3.3. Where processing is based on consent, you may withdraw your consent at any time without affecting the lawfulness of processing carried out before the withdrawal.

3.4. We will not use your personal data for purposes incompatible with those set out in this Privacy Policy. If a new purpose arises, we will inform you and, where required by law, obtain your consent.

4. AUTOMATED DECISION-MAKING AND PROFILING

4.1. We use automated systems, including behavioural analysis and anti-fraud systems, for the evaluation of Traffic quality, the attribution and confirmation of Target Actions, the detection of Fraud and Prohibited Traffic, and the assessment of risks related to payouts, as described in clause 4.3 of the Terms.

4.2. Such automated processing may produce decisions that significantly affect you, including the rejection of Target Actions, the withholding, suspension or write-off of commission, the extension of the Hold period, the suspension of payouts, and the suspension or blocking of your account.

4.3. Appropriate safeguards apply to such processing: the criteria applied are limited to those necessary for the purposes of fraud prevention and traffic-quality control; the internal parameters, source code, metrics and thresholds of the anti-fraud algorithms constitute a protected trade secret and are not disclosed; and you have the right to request a review of any such decision, to express your point of view and to contest the decision by submitting a reasoned claim through Authorized Channels in accordance with clause 13.2 of the Terms.

4.4. We do not take decisions based solely on automated processing that produce legal effects concerning you without the safeguards described above.

5. HOW WE SHARE YOUR PERSONAL DATA

5.1. We do not sell your personal data to third parties.

5.2. We may share your personal data with the following categories of recipients:

(a) Advertisers and network partners – for verification of traffic quality, reconciliation of performance data, confirmation of payable actions, and campaign attribution and settlements. When sharing with Advertisers and network partners we exclude your e-mail address and telephone number, and share only the data necessary for the relevant purpose;

(b) payment processors and payment service providers, including crypto-processing and payout services – for the processing of payouts and payment operations;

(c) analytics providers – for monitoring and analysis of the use of the Website;

(d) IT, hosting, cloud infrastructure and cybersecurity providers – for the operation and protection of the Platform;

(e) communication platforms, including Telegram and other messengers – for operational communication through Authorized Channels;

(f) professional advisers, including lawyers, auditors and accountants;

(g) Group Companies – for the purposes of internal administration and operation of the Network.

5.3. All recipients acting as our service providers are bound by contractual obligations of confidentiality and data protection and may process your personal data only for the specified purposes and on our documented instructions.

5.4. We may disclose your personal data where required by applicable law, a court order, an arbitral tribunal or a competent regulatory or supervisory authority, or where we reasonably believe that disclosure is necessary to comply with a legal obligation, to protect our rights or property, to protect the safety of users or the public, to investigate Fraud, or to respond to lawful governmental requests.

5.5. In the event of a merger, acquisition, reorganization or sale of assets, your personal data may be transferred to the acquiring entity or successor organization, which will be bound by this Privacy Policy or by an equivalent policy.

6. INTERNATIONAL DATA TRANSFERS

6.1. Your personal data may be transferred to, and processed in, countries outside your country of residence and outside the United Kingdom and the European Economic Area, including countries that may not provide an equivalent level of data protection. This is necessary for the operation of the Platform, the processing of payouts and the interaction with Advertisers and service providers located in different jurisdictions.

6.2. You may request information about the safeguards applied to a specific transfer through Authorized Channels.

7. COOKIES AND TRACKING TECHNOLOGIES

7.1. Cookies are small text files placed on your device when you visit a website. They are widely used to make websites work efficiently and to provide information to the website owner. We also use similar technologies (pixels, tags, local storage) and tracking technologies necessary for the attribution of Traffic under the Terms.

7.2. We use the following categories of cookies:

(a) strictly necessary cookies – required for the operation of the Website and the Platform, including authentication, access to secure areas and maintenance of your session;

(b) analytical and performance cookies – allow us to recognize and count visitors and to see how visitors move around the Website, which helps us improve its operation;

(c) functionality cookies – used to recognize you when you return to the Website and to remember your preferences;

(d) targeting cookies – record your visit to the Website, the pages visited and the links followed, and may be used to make the Website and the advertising displayed on it more relevant to your interests.

7.3. Where required by applicable law, we obtain your consent before placing non-essential cookies. You may manage your cookie preferences through the cookie settings of the Website at any time. Strictly necessary cookies are placed on the basis of our legitimate interests in ensuring the functionality and security of the Website and the Platform.

7.4. Most web browsers accept cookies by default. You may configure your browser to refuse all or some cookies, or to alert you when cookies are being set. If you disable or refuse cookies, some parts of the Website or the Platform may become inaccessible or may not function properly, and the attribution of Traffic may be affected.

8. DATA RETENTION

8.1. We retain your personal data only for as long as necessary to fulfil the purposes for which it was collected, including for the purposes of satisfying applicable legal, tax, accounting, reporting and anti-money-laundering requirements.

8.2. In determining the appropriate retention period we take into account the amount, nature and sensitivity of the data, the potential risk of harm from unauthorized use or disclosure, the purposes of processing and whether those purposes can be achieved by other means, as well as applicable legal requirements and the retention policies of Advertisers and payment providers.

8.3. Indicative retention periods are as follows:

(a) partner account data – for the duration of your account and for a period of 3 (three) years thereafter;

(b) tracking, traffic and conversion data – for a period of up to 36 (thirty-six) months;

(c) payment and settlement records – for a period of 5 (five) years;

(d) verification and KYC/AML records – for a period of 5 (five) years from the end of the business relationship;

(e) communication records – for the duration of the business relationship and for a period of 3 (three) years thereafter;

(f) Website logs and web analytics data – for a period of up to 13 (thirteen) months.

8.4. In each case, personal data may be retained for such longer period as may be required by applicable legal, tax, accounting, regulatory or anti-money-laundering obligations, for as long as necessary for the establishment, exercise or defence of legal claims, or while a dispute, audit or investigation is ongoing. Where a write-off or archiving of an account takes place under Section 6 of the Terms, the associated records are retained for the periods set out above and in accordance with applicable law.

8.5. Upon expiry of the applicable retention period, we securely delete or anonymize your personal data.

9. DATA SECURITY

9.1. We have implemented appropriate technical and organizational measures to protect personal data from accidental loss, unauthorized access, alteration, disclosure or destruction, including encryption of data in transit and at rest where appropriate, access control based on the principle of least privilege, regular security assessments and monitoring, and secure storage and disposal of data.

9.2. Access to personal data is limited to those employees, contractors and agents who need it for the purposes set out in this Privacy Policy and who are bound by confidentiality obligations.

9.3. You are responsible for the security and confidentiality of your account credentials (login and password) and for keeping your contact and payment details accurate and up to date. You should not share your credentials with third parties.

9.4. No method of transmission over the internet or method of electronic storage is completely secure. While we strive to protect your personal data, we cannot guarantee its absolute security. Any transmission of data is at your own risk.

9.5. In the event of a personal data breach that is likely to result in a high risk to your rights and freedoms, we will notify you and the competent supervisory authority within the periods and in the manner required by applicable law.

10. YOUR DATA PROTECTION RIGHTS

10.1. Where the processing of your personal data falls within the scope of the UK GDPR or the EU GDPR, or where equivalent rights are granted to you by other applicable data protection legislation, you have the following rights:

(a) the right to be informed about how we collect and use your personal data (provided by this Privacy Policy);

(b) the right of access – to request a copy of the personal data we hold about you and to verify that we are processing it lawfully;

(c) the right to rectification – to request correction of incomplete or inaccurate data;

(d) the right to erasure – to request deletion of your personal data where there is no good reason for us to continue processing it, where you have successfully objected to processing, where we have processed it unlawfully, or where we are required to erase it to comply with applicable law;

(e) the right to restriction of processing – to request suspension of processing in certain circumstances;

(f) the right to data portability – to request the transfer of your personal data to you or to a third party in a structured, commonly used, machine-readable format;

(g) the right to object – to object to processing based on our legitimate interests or on the performance of a task carried out in the public interest, and, in any event, to object to processing for direct marketing purposes;

(h) the right to withdraw consent at any time, where processing is based on consent;

(i) rights in relation to automated decision-making and profiling as set out in Section 4;

(j) the right to lodge a complaint with a supervisory authority.

10.2. These rights are not absolute and are subject to the conditions and exemptions set out in applicable data protection legislation. We may refuse or limit a request where an exemption applies, in particular where the personal data is processed for the prevention or detection of crime, for the purposes of anti-fraud control, for the establishment, exercise or defence of legal claims, or where

disclosure would adversely affect the rights and freedoms of others, including our trade secrets and the confidentiality of the anti-fraud systems described in Section 4.

10.3. How to exercise your rights. To exercise any of the rights above, contact us as set out in Section 14, using the subject line «Data Protection Inquiry». We may request specific information from you to confirm your identity and your right of access, and to ensure that personal data is not disclosed to a person who has no right to receive it. This is a security measure required by applicable law.

10.4. Request channels for registered Partners. For the security of your account and the protection of personal data against compromise, requests from registered Partners should be submitted through the ticket system of the Dashboard or from the e-mail address or messenger account linked to your account. Where a request is received through another channel, we may ask you to confirm your identity by submitting the request through your Dashboard or by a reply from your verified contact details. This verification does not restrict your right to lodge a request or a complaint through any other means provided by applicable law, and we will facilitate the exercise of your rights in accordance with applicable data protection legislation.

10.5. We respond to all legitimate requests within 1 (one) month of receipt. That period may be extended by a further 2 (two) months where the request is complex or where you have made a number of requests, in which case we will notify you of the extension and the reasons for it. We do not charge a fee for access to your personal data, except where a request is manifestly unfounded or excessive, in particular because of its repetitive character, in which case we may charge a reasonable fee or refuse to act on the request.

10.6. If you consider that the processing of your personal data infringes applicable data protection legislation, you have the right to lodge a complaint with the competent supervisory authority. If you are within the scope of the UK GDPR, the competent supervisory authority is the Information Commissioner's Office (ICO), United Kingdom (https://ico.org.uk). If you are within the scope of the EU GDPR, you may lodge a complaint with the supervisory authority of your place of residence, place of work or place of the alleged infringement. We would nevertheless appreciate the opportunity to address your concerns before you contact a supervisory authority, so please contact us first through Authorized Channels.

10.7. If you are located in a jurisdiction other than the United Kingdom or the European Economic Area, you may have similar rights under the data protection legislation of that jurisdiction. We will consider and respond to requests in accordance with applicable law.

11. THIRD-PARTY WEBSITES AND SERVICES

11.1. The Website and the Platform may contain links to third-party websites and services, including the online resources of Advertisers and the websites of payment providers, which are not operated by us. We are not responsible for the privacy practices or the content of such third-party websites and services.

11.2. We encourage you to read the privacy policy of every website and service you visit. This Privacy Policy applies only to personal data collected by us through the Website and the Platform.

12. CHANGES TO THIS PRIVACY POLICY

12.1. We may update this Privacy Policy at any time. The current version is always published on the Website. Any changes take effect from the moment of publication on the Website, unless otherwise stated in the new version.

12.2. Where required by applicable law, we will notify you of material changes by publishing a notice on the Website or in the Dashboard, or by notifying you through Authorized Channels.

12.3. You are responsible for regularly reviewing this Privacy Policy. Your continued use of the Website or the Platform after publication of changes constitutes your acknowledgement of the updated Privacy Policy. If you do not agree with the changes, you may terminate the Terms in accordance with Section 11 of the Terms and cease using the Platform.

13. GOVERNING LAW. DISPUTE RESOLUTION

13.1. This Privacy Policy, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, including disputes relating to the processing of personal data in connection with the use of the Website and the Platform, shall be governed by the law of England and Wales.

13.2. Any such dispute or claim shall be resolved in accordance with the mandatory pre-arbitral claims procedure and the arbitration agreement set out in Section 13 of the Terms, including arbitration under the LCIA Rules with the seat of arbitration in London, England, a sole arbitrator, the English language, the remote (online) conduct of proceedings where applicable, and the resolution of disputes on an individual basis.

13.3. Clauses 13.1 and 13.2 do not restrict, exclude or waive: (a) any right you may have to lodge a complaint with a supervisory authority under clause 10.6; (b) any right you may have to seek a remedy from a court or other competent authority where and to the extent such right is granted by mandatory provisions of applicable data protection legislation and cannot be waived or restricted by agreement; or (c) any non-waivable statutory rights you may have under the law of your country of residence.

13.4. Nothing in this Section affects the Company’s or your right to seek urgent interim or protective relief from any court of competent jurisdiction in accordance with clause 13.7 of the Terms.

14. CONTACT US

14.1. If you have any questions, concerns or requests regarding this Privacy Policy, our data protection practices, or if you wish to exercise any of your data protection rights, please contact us:

(a) by e-mail at bulyga@cpabro.vip, using the subject line «Data Protection Inquiry» for data protection matters;

(b) through Authorized Channels – the ticket system of the Dashboard, or the official e-mail and messenger accounts of the Network’s support service and your personal manager.

14.2. The Company’s corporate details are provided in accordance with clause 1.2 of this Privacy Policy.

14.3. Requests concerning the performance of the Terms, settlements and statistics should be submitted through Authorized Channels in accordance with the Terms.