

TERMS AND CONDITIONS CPA BRO AFFILIATE PROGRAM

The effective version is available on the website: <https://cpabro.vip/>

This document constitutes an official public offer of the affiliate network «**CPA BRO**» (hereinafter referred to as the «**Network**», «**CPA BRO**», or the «**Company**») to enter into an Affiliate Program Participation Agreement (hereinafter referred to as the «**Agreement**») on the terms and conditions set forth below with any interested natural or legal person (hereinafter referred to as the «**Partner**» or «**Webmaster**»).

This Agreement governs the procedure for the Network's provision of access to the software platform (the «**Platform**»), statistical and tracking tools, analytics, and advertising campaigns (the «**Offers**») of Advertisers, as well as the procedure for the Partner's provision of services related to the attraction of internet traffic.

TERMS AND DEFINITIONS

Platform (Affiliate Network) – the website cpabro.vip (including all subdomains, mirrors, and associated services), administered by the Company and designed for traffic accounting, conversion tracking, communication between the Parties, and analytics management.

Partner (Webmaster) – a natural or legal person who has completed the registration and moderation procedure on the Platform, has accepted the terms of this Agreement, and has been admitted by the Company to provide marketing services for the attraction of Traffic.

Advertiser – a third party (a licensed online casino operator, bookmaker, gambling holding company, or authorized media agency) that places its advertising campaigns (Offers) on the CPA BRO Platform.

Offer (Advertising Campaign) – a set of individual terms, technical requirements, commission rates, payment models, source restrictions, target GEOs, and criteria for the validity of Target Actions, as determined by the Advertiser and communicated to the Partner through the Platform interface.

Dashboard (Personal Account) – a personal, secure section of the Partner's account on the Platform, accessible after authorization, designed for managing offers, generating tracking links, monitoring statistics, interacting with a personal manager, and conducting financial transactions.

Traffic – the flow of Internet users redirected by the Partner to the Advertiser's online resources through unique referral (tracking) links or other technical integrations of CPA BRO.

Target Action (Lead / Conversion) – a specific action performed by a user attracted by the Partner that meets the criteria of the Offer and has been confirmed (accepted) by the Advertiser.

Hold (Hold Period) – a period of time during which accrued commission is blocked on the Partner's balance for traffic quality verification, anti-fraud audit, and receipt of final confirmation (reconciliation) from the Advertiser.

Fraud – any fraudulent, fictitious, misleading, or dishonest actions by the Partner or persons attracted by the Partner, aimed at artificially generating conversions, distorting analytical metrics, or obtaining unjustified commission.

Dormant Account – the status of a Partner's account in which commercial and communicative activity is absent in accordance with Section 6 of this Agreement.

1. PROCEDURE FOR ACCEPTANCE OF THE OFFER AND CONCLUSION OF THE AGREEMENT

1.1. This Agreement is concluded in the form of an adhesion contract. Full, unconditional, and unqualified acceptance of the terms of this Agreement is deemed to occur upon the Partner's performance of any of the following conclusive actions:

- completion and submission of the registration form on the website cpabro.vip;
- marking the checkbox indicating consent to the terms of the Offer;
- authorization in the Dashboard, generation of tracking links, directing Traffic, or submission of a withdrawal request.

1.2. By accepting the Agreement, the Partner warrants and confirms that:

- they are a fully capable person who has reached the age of 18 (or the age of majority as established by the legislation of their country of residence);
- they possess all necessary authority, rights, and permits to enter into and perform this Agreement;
- the data provided by them during registration and verification are genuine, current, and complete.

1.3. Selective Onboarding: CPA BRO is a specialized private affiliate network. Registration on the website does not automatically grant the Partner access to work. The Company reserves the right, at its sole discretion, to refuse registration to any applicant, request confirmation of professional experience (screenshots of advertising accounts, statistics from third-party networks, traffic sources), or block access to the account without providing reasons.

2. SUBJECT MATTER OF THE AGREEMENT

2.1. The Partner undertakes to provide the Company with paid marketing (advertising) services for the attraction of users to the Advertisers' online resources in strict compliance with the terms and KPIs of specific Offers, and the Company undertakes to account for the results of the services rendered and pay commission on the terms of this Agreement.

2.2. Independent Contractor Status: The Parties act exclusively as independent contractors. This Agreement does not create an employer-employee relationship, partnership, agency relationship with the authority to act on behalf of the other Party, joint venture, or franchise relationship between the Parties.

2.3. The Partner acknowledges that CPA BRO acts as a technological platform and aggregator of advertising offers. The Company is not the owner of online casinos or bookmakers, does not accept user deposits, and bears no joint and several or subsidiary liability for the actions of the ultimate Advertisers.

2.4. Tax Obligations: The Partner independently bears full legal and financial responsibility for declaring received income and paying all taxes, fees, and mandatory payments in accordance with the tax legislation of their country of tax residence. CPA BRO shall under no circumstances act as a tax agent of the Partner.

3. ACCESS TO OFFERS AND TERMS OF COOPERATION

3.1. This Agreement establishes the general basic framework of cooperation. Specific commercial parameters, the list of available Offers, commission rates, payment models (CPA,

Revenue Share, Hybrid, etc.), GEOs, traffic requirements, baselines, test caps, and traffic quality indicators (KPIs) are determined individually.

3.2. Procedure for agreeing individual terms:

- Individual terms are made available to the Partner in the details of specific Offers within the Dashboard exclusively after successful completion of verification and/or direct agreement with the personal manager of the Support Service (Affiliate Manager).
- Terms may be agreed upon and sent to the Partner through authorized communication channels: the ticket system of the Dashboard, official Telegram support, or verified work accounts of CPA BRO managers.
- The actual directing of Traffic by the Partner to a specific Offer constitutes their unconditional consent to all individual terms, rates, rules, and KPIs of that Offer.

3.3. Dynamic changes to terms: Due to the specifics of the iGaming vertical, the Company and Advertisers reserve the right at any time to unilaterally adjust rates, baseline conditions, KPIs, daily limits, or pause Offers. Changes take effect immediately from the moment of notification to the Partner via the Dashboard, personal manager, email, or the Network's news channel. The Partner undertakes to immediately suspend or redirect Traffic upon receipt of notification of an offer pause or change of terms.

4. ANTI-FRAUD POLICY AND TRAFFIC REQUIREMENTS

4.1. The Partner guarantees the supply of exclusively high-quality, legal, and organically motivated Traffic, attracted from permitted sources.

4.2. Categorically prohibited types of traffic and methods of operation (Prohibited Traffic):

4.2.1. Technical and software fraud:

- inflation of impressions, clicks, registrations, and deposits using bots, scripts, mobile device emulators, proxy servers, and VPN networks;
- use of Cookie Stuffing / Cookie Dropping (unauthorized recording of tracking cookies without the user's knowledge);
- referrer spoofing, click interception (Clickjacking), generation of hidden frames, and placement of pixels outside the visible area.

4.2.2. Brand Bidding:

- setting up and launching contextual advertising on keywords containing registered trademarks, domain names, or commercial names of Advertisers or CPA BRO without the express written approval of the manager.

4.2.3. Incentivized Traffic:

- direct or indirect promise to users of material, monetary, or other rewards, cashback, or digital assets for the fact of registration, making a deposit, or placing bets.

4.2.4. Scheme & Misleading Traffic:

- dissemination of deliberately false information about bonus conditions;
- use of fraudulent mechanics: «slot bugs», «guaranteed algorithms for beating the casino», fake channels with signals, fake screenshots of payouts, and promises of guaranteed earnings from gambling.

4.2.5. Multi-accounting, financial fraud, and collusion:

- registration of gaming accounts by the Partner themselves, their employees, affiliated persons, or third parties by prior agreement (Self-Referral);
- bonus hunting and systematic abuse of casino promotions (Bonus Abuse);

- use of stolen, third-party, virtual, or cloned bank cards and payment wallets (Carding), as well as making deposits in respect of which chargebacks are subsequently initiated.

4.2.6. Spam and aggressive distribution methods:

- mass unauthorized mailings via email, SMS, push notifications, or spam in private messages of messengers;
- launching aggressive, non-disableable advertising formats (Popunder, Clickunder) unless they have been expressly authorized in the Offer card;
- placement of advertising on illegal web resources.

4.2.7. Violation of regulatory requirements:

- targeting advertising at persons who have not reached the age of 18 (or the age of majority in the target GEO);
- attracting users from jurisdictions expressly prohibited by the rules of a specific Offer (Restricted Jurisdictions), or targeting persons listed in self-exclusion registries from gambling (Self-Exclusion).

4.3. Presumption of legitimacy of internal anti-fraud systems:

- CPA BRO and Advertisers apply automated software complexes for behavioral analysis and anti-fraud systems.
- The Parties unconditionally agree that CPA BRO is not obliged to disclose to the Partner internal reports of security systems, source code, metrics, and thresholds of anti-fraud algorithms, as this data constitutes a protected trade secret.
- The decision of the Company and/or the Advertiser to recognize Traffic as fraudulent, incentivized, or not meeting the quality criteria of the Offer is final and not subject to review.

5. SETTLEMENT PROCEDURE, HOLD, AND COMMISSION PAYMENTS

5.1. Accounting of the volume of services rendered, transitions, conversions, and commission amounts is carried out exclusively according to the data of the CPA BRO tracking system. Data from the Partner's external accounting systems are considered indicative and cannot serve as a basis for making financial claims.

5.2. Hold and anti-fraud audit:

- All accrued amounts are by default placed in Hold status for the period provided for by the specific Offer.
- The Company has the unconditional right to unilaterally extend the Hold period for up to 180 (one hundred eighty) calendar days in the presence of suspicions of violation of rules, signs of fraud, for the assessment of the player group (accumulation of repeat deposits, wagering, identification of chargebacks), or in the event of a delay in final reconciliation on the part of the Advertiser.
- During the audit period, the Partner is obliged, upon first request, to provide screenshots and video recordings of advertising accounts, source files of creatives, and links to landing pages. Failure to provide confirmation within 5 (five) business days is deemed confirmation of the fact of supplying non-compliant traffic.

5.3. Payment Condition:

- The obligation of CPA BRO to pay commission to the Partner is a reciprocal obligation, the performance of which is subject to a condition precedent: the actual receipt of funds from the relevant Advertiser for the Traffic of the specific Partner to the Network's account.

- CPA BRO bears no financial liability and is fully released from payment obligations in respect of leads that have been rejected by the Advertiser, as well as in the event of insolvency, bankruptcy, default, or wrongful refusal of the Advertiser to fulfill financial obligations. In this case, the Partner addresses all claims directly to the ultimate Advertiser.

5.4. Set-off and retrospective write-offs:

- If the fact of fraud, chargeback, multi-accounting, or bonus abuse is revealed after the release of the Hold or the actual payment of funds, the Company has the right to cancel such actions retroactively and withhold the corresponding amount from the Partner's current or future accruals.

- In the event of insufficient funds on the balance, the Partner's balance becomes negative. The Partner undertakes to repay the resulting debt within 10 (ten) banking days from the date of receipt of notification.

5.5. Payments are made to the details specified by the Partner in the Dashboard (cryptocurrency wallets, payment services, or bank transfers). In calculations in digital assets (USDT, etc.), the Partner alone bears the risks of correctly specifying the address and choosing the blockchain network. The transfer of funds to the details provided by the Partner is deemed proper and final performance of the payment obligation.

6. DORMANT ACCOUNTS POLICY

6.1. The Partner undertakes to maintain the continuity of cooperation and the commercial activity of their account on the Platform.

6.2. Criteria for recognizing an account as Dormant:

A Partner's account is recognized as Dormant (Inactive Account) in the presence of the following circumstances:

- for 12 (twelve) consecutive calendar months, there is an absence of Traffic generation through the Partner's affiliate links (no valid clicks, transitions, or qualified Target Actions have been recorded);
- during the specified 12-month period, no official withdrawal requests, support tickets, or recorded appeals to the personal manager through authorized communication channels have been received from the Partner, indicating the intention to continue cooperation or claim the balance.

6.3. Right to write off unclaimed balance:

Upon the occurrence of the conditions specified in clause 6.2 of the Agreement, the Company has the right to unilaterally, in an out-of-court procedure, cancel (write off) the entire positive balance of funds on the Partner's account in favor of the Network, resetting the balance in the Dashboard to zero.

6.4. The Parties unconditionally recognize and have agreed that this write-off:

- Represents a pre-agreed fee for technological and server reservation of the account, storage of archival data arrays, and maintenance of the Platform's infrastructure during the period of inactivity (Maintenance & Dormancy Fee);
- Is a proportionate reimbursement of the Network's administrative and operational costs for maintaining the functionality of the account;
- Is qualified as the termination of the Company's financial obligations to the Partner in connection with the long-term non-claim of funds and the voluntary waiver by the creditor of the exercise of their rights.

6.5. From the moment of the write-off of funds, the financial obligations of CPA BRO to the Partner for the payment of such amounts are deemed terminated in full. The specified funds are not

subject to return, restoration, or recalculation, and the Partner irrevocably loses the right to make any property claims (including claims arising from unjust enrichment).

6.6. After the write-off of the unclaimed balance, the Partner's account may be archived or permanently deleted by the Network administration without the possibility of restoring historical statistics.

7. INTELLECTUAL PROPERTY

7.1. The Partner is granted a revocable, non-exclusive, limited license to use graphic, text, and promotional materials provided by the Network or Advertiser, exclusively for the purpose of directing Traffic under the relevant Offer.

7.2. The Partner is prohibited from changing the identity, distorting registered trademarks, using third-party intellectual property without the permission of the rights holder, as well as registering domain names that are confusingly similar to the brands of the Network or Advertisers. Any rights to such domains, upon first demand, are subject to free transfer to the legitimate rights holder.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1. Disclaimer of Warranties («AS IS»): The Platform, Dashboard, and analytical services are provided on an «AS IS» basis. The Company does not guarantee absolute uninterrupted operation of servers, tracking systems, absence of DDoS attacks, or technical conversion of traffic.

8.2. Exclusion of Indirect Damages: The Company shall under no circumstances be liable to the Partner for lost profits, indirect, incidental, or punitive damages arising in connection with the performance or impossibility of performance of this Agreement.

8.3. Cap on Liability: The total financial liability of CPA BRO for any disputes and claims related to this Agreement is limited to the amount of commission actually paid to the given Partner for the calendar month preceding the occurrence of the grounds for the claim, but in any case shall not exceed 100 (one hundred) US dollars (or the equivalent in the settlement currency).

8.4. Partner's Obligation to Indemnify:

The Partner undertakes to fully defend, hold harmless, and indemnify CPA BRO, its directors, employees, and Advertisers against any proven damages, fines from regulatory authorities, costs, and legal expenses (including expenses for legal representatives) arising as a result of:

- violation by the Partner of any of the terms of this Agreement or individual rules of the Offer;
- supply of prohibited Traffic, misleading content, spam, or fraud;
- violation by the Partner of intellectual property rights of third parties;
- violation of advertising or gambling legislation of the target GEOs.

9. TERMINATION OF THE AGREEMENT

9.1. The Company has the right at any time to terminate this Agreement unilaterally, in an out-of-court procedure, without providing reasons, by sending a notice to the Partner 24 hours in advance.

9.2. Immediate Termination for Cause:

In the event of suspicion or detection of the fact of supplying Fraud, violation of the provisions of Section 4 of the Agreement, or the rules of a specific Offer, CPA BRO has the right to immediately and without prior notice block the Partner's account.

Upon termination of the Agreement due to violations committed by the Partner, all accrued and unpaid funds on the balance (including funds in Hold status) are subject to full write-off and retention in favor of CPA BRO as agreed liquidated damages for harm caused to the technological infrastructure and business reputation of the Network.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. This Agreement, its conclusion, interpretation, and performance are governed by the generally recognized terms and principles of International Commercial Law and the legislation of the jurisdiction of registration of the operating company administering the Platform.

10.2. Mandatory Pre-trial Procedure:

- All disputes are subject to mandatory pre-trial settlement. The Partner's claim is sent to the official contact email of the Network with a detailed description of the factual circumstances and attachment of evidence.
- The period for consideration of a reasoned claim is 30 (thirty) business days from the date of its receipt.

10.3. Limitation Period: Any claims of the Partner regarding the correctness of accruals, statistics, or lead deductions must be made no later than 14 (fourteen) calendar days from the end of the settlement period. Failure to make a claim within the specified period means the Partner's unconditional consent to the final calculation.

10.4. In the event of failure to reach an agreement in the pre-trial procedure, the dispute shall be subject to resolution in the competent court at the location of the Network's operating company on the terms of exclusive jurisdiction.

11. FINAL PROVISIONS

11.1. Amendments: The Company reserves the unconditional right to make changes and additions to the text of this Offer at any time. The new version enters into legal force immediately from the moment of its publication on the website cpabro.vip. The Partner bears personal responsibility for regularly monitoring changes to the text of the Agreement. Use of the functionality of the Platform or directing Traffic after updating the text is deemed acceptance of the new version.

11.2. Severability: The recognition of any clause of this Agreement as invalid does not entail the invalidity of the remaining terms of the Agreement, which retain their legal force in full.

11.3. Language Priority: This Offer is drawn up in English. In the event of the provision or translation of the text into other languages, the English-language version shall have prevailing legal force in the event of any discrepancies.