

General Terms and Conditions

for the Publisher

constituted by the company YLLIX Inc. and binding for each publisher entering into contractual relationship by the company YLLIX Inc.

In City of Panama, Republic of Panama on 1st September 2012

Area of Use / Definitions

- 1.1. The following General terms and conditions for the publisher (hereinafter referred also as „contract“) are part of each and every contract between the company YLLIX Inc., a company incorporated at the Panama public registry under Microjacket 776126, Document 2218646 as of 31st of July 2012, address for correspondence Pobřežní 95/74, 186 00 Praha – Karlín, Czech Republic (hereinafter referred to as „YLLIX“) and the contract partner, which is the Publisher according to this contract.
- 1.2. The following definitions are used for applying and interpreting the contract:
 - 1.2.1 “YLLIX” is the company incorporated at the Panama public registry under Microjacket 776126, Document 2218646 as of 31st of July 2012, address for correspondence Pobřežní 95/74, 186 00 Praha – Karlín, Czech Republic.
 - 1.2.2 “Publisher” is the publisher and second party of this contract and owner respectively operator of digital media (websites, e-mails, SMS, MMS, and others), (hereinafter referred only as „website“) who is interested to place advertisements (ads) on his own websites placed by YLLIX from various natural and/or legal persons – the Advertiser. The publisher is an entrepreneur and not a consumer.
 - 1.2.3 “Advertiser” is the advertiser and the natural and/or legal person who is interested to place advertisements (ads) based on a separate contract and cooperation with YLLIX on the various websites of Publishers.
 - 1.2.4 "Click" means any visitor clicks on an embedded link to the Publisher's website which leads to traffic to Advertiser's website through the visitor's browser.
 - 1.2.5 "Visitor" means any user who is connected to the Publisher's website and can click on the link located on this Publisher's website and in this way to measure Advertiser's website.
 - 1.2.6 “Contract partner“ YLLIX's contract partners are Publishers in according to this contract as well as Advertisers by separate contract.
 - 1.2.7 “Advertisement” or “Advertising material” is any type of advertising materials (e.g. banners, texts, flash-animations and others), that Advertiser makes available to YLLIX for advertising purposes and it is placed to the Publisher's websites in accordance to this contract.
 - 1.2.8 “Advertising Platform” is a digital medium which is created as an advertising platform by Publisher on his own website.
 - 1.2.9 „Partner program“ is the extent of all rights and obligations under this contract and relevant provision of law relating to the contractual relationship established by this contract between YLLIX and the Publisher which is on the base of this contract authorized and required under the terms and condition of this contract to placed on his own website Advertising material from the Advertiser and YLLIX is obliged to pay to the Publisher such as placing Advertising material from

Advertisers to his website the remuneration in accordance to the terms and condition of this contract.

- 1.3. The validity of the General Terms and Conditions for the Publisher refers to all services offered to Publisher by YLLIX. By making use of the services by YLLIX the Publisher acknowledges these General Terms and Conditions as a contract as binding.

The subject of the contract

- 2.1. YLLIX offers advertising materials provided by the Advertisers to the YLLIX according to separate contract by the Advertiser for the purpose of the publishing this Advertising material on the contractual Publisher's website. The Publisher can apply for this Advertising material on the YLLIX's website by creating his special account.
- 2.2. Contract is concluded between the YLLIX and the Publisher. There may be a possibility that in certain cases YLLIX adds additional conditions for the Publisher participating in a Partner program according to this contract. These conditions are then supplementary to the current General Terms and Conditions for the Publisher. YLLIX is entitled to unilaterally without the consent of the Publisher modify and change these General terms and conditions thereby the Publisher is informed and agrees. Amended General terms and conditions shall be binding on other Contract partner at the moment of their publication on the website of YLLIX in accordance with provision 19.1. of this contract.
- 2.3. Only legal persons as well as unrestrictedly legally competent natural persons can become the Publisher at YLLIX. There is no entitlement to participation.
- 2.4. YLLIX has the right to request a valid business license, commercial register-entry and / or proof of identity from the Publisher and the Publisher is obliged to accept this request and fulfill it.
- 2.5. When registering, the Publisher must provide all requested details and answer truthfully. The Publisher must update the YLLIX system independently, at the latest, within 5 (five) days of changes taking place. If there are changes to the contract partnership, e.g. due to changing company names, take-over, relocating the business etc., then the Publisher must inform YLLIX in writing with relevant extracts from the commercial register and / or proof of business.
- 2.6. The subject of this contract according to aforesaid is the extent of all rights and obligations under this contract and relevant provision of law relating to the contractual relationship established by this contract between YLLIX and the Publisher which is on the base of this contract authorized and required under the terms and condition of this contract to placed on his own website Advertising material from the Advertiser and the company YLLIX is obliged to pay to the Publisher such as placing Advertising material from Advertisers to his website the remuneration in accordance to the terms and condition of this contract.

Advertisement / Advertising material

- 3.1. The Publisher is authorized and obliged according to this contract to insert and locate the Advertising material into the advertising Platform on his website.
- 3.2. The Publisher is responsible for the use of its advertising platform and also is responsible for the content he put on the website.
- 3.3. YLLIX is authorized to without any reason reject and blocked any Publisher's website (Advertising material are no longer running on Publisher's website). In this situation the Publisher has no right to the remuneration according this contract.
- 3.4. It is strictly forbidden for Publisher to place Advertising material on Publisher's website:
 - 3.4.1. containing violation the law
 - 3.4.2. containing infringing copyright
 - 3.4.3. containing infringing the rights of ethnic groups
 - 3.4.4. containing or promoting racism, Nazism
 - 3.4.5. containing or promoting hatred (racial, religious, political etc.).
 - 3.4.6. incite to violations of law
 - 3.4.7. containing or referring to child pornography
 - 3.4.8. promotion by illegal means (email spam etc.).
 - 3.4.9. abetted click on ads
 - 3.4.10. unfinished or "Under Construction"
 - 3.4.11. with very low traffic
 - 3.4.12. with very low quality traffic
 - 3.4.13. low click through rate (CTR)
 - 3.4.14. with low conversion rate (conversion rate)
 - 3.4.15. otherwise unsuitable
- 3.5. It is strictly prohibited for Publisher to insert Advertisements created for "non-adult" sites to adult sites as well as vice versa, inserting Advertisements created for adult sites to non-adult sites.
- 3.6. According to point 3.4. and 3.5. of this article of this contract YLLIX is authorized to reject and stop the website and/or the Publisher in breach of these provisions of point 3.4. and 3.5. of this article of this contract and YLLIX is entitled to apply for contractual penalty in accordance to provision 13 of this contract and terminate this contract.
- 3.7. YLLIX is authorized to reject and stop the website and/or the Publisher which website was more than double labeled as a website with an inappropriate site (poor quality traffic) from the Advertiser. In this case, YLLIX is entitled to suspend all payment of remuneration under this General terms and conditions.

YLLIX's rights and duties

- 4.1. YLLIX does everything that is necessary to guarantee that the YLLIX system and support for Publisher is available 24 hours per day, with the exception of interruptions for

necessary maintenance work or due to third parties not connected with YLLIX. Should the system fail anyway, then YLLIX will take care at once to restore the availability within their frame of possibilities. The contract parties will recognise that in exceptional cases there will be a small number of transactions that cannot be recorded by the YLLIX system. This will however not result in the Publishers making a claim against YLLIX.

- 4.2. YLLIX is not liable for force majeure and events that cannot be influenced by YLLIX (e.g. natural disasters, war, viruses). Thus YLLIX is not liable for resulting interruptions, respectively destruction of data. It is up to the Publisher to produce back-up copies. Data is secured by YLLIX at least once a week.
- 4.3. YLLIX does not guarantee turnover successes.
- 4.4. YLLIX is not liable for the contents of Advertisements, the quality of text, graphic and others services from Advertisers distributable by YLLIX system, as well as for the fact that these services do not violate rights of third parties. YLLIX does not warrant for damages that result from faulty software or hardware of the parties nor for the availability respectively the functioning of the internet.
- 4.5. YLLIX is not liable for the contents of the Publisher's websites and is not authorized to change any contents of the Publisher's websites.
- 4.6. YLLIX is not liable for acting the Publisher in his country and fulfillment of tax obligations of the Publisher.
- 4.7. YLLIX is also not liable for damages that result from violating the data updating obligation (compare point 2.5). In case YLLIX suffers damages, then these must be compensated for by the Publisher to its full extent.
- 4.8. YLLIX is only liable for damages other than injuries to life, body and health only in as far as these have been caused by intent or gross negligence or are based on a culpable breach of fundamental contractual obligations by YLLIX, its employees or one of their agents. This also applies to damages resulting from a violation of obligations during contract negotiations as well as performing impermissible actions; a further extended liability for compensation is excluded. The regulations of the product liability law remain unaffected.
- 4.9. Should the Publisher suffer damages by the inappropriate behavior of the Advertiser or one of his legal agents, then the Publisher is entitled and asked to claim subsequent claims, especially information, omission and damages claims against the Advertiser. YLLIX promises to assign its necessary right to the Publisher.
- 4.10. YLLIX may send any information of changes this General terms and conditions or any other changes relates to this contractual relationship between YLLIX and the Publisher in publisher's e-mail, or by text message, or by post to the Publisher's address.
- 4.11. YLLIX is entitled to blocked and / or reject any website and / or Publisher's account in YLLIX system in the event of any breach or any suspected of breach of the contract (this General terms and conditions) without notice. In that case YLLIX is entitled to ask for damages and lost profits.

- 4.12. YLLIX is entitled to suspend and / or withhold any payment or remuneration according to this contract to the Publisher in case of any breach of contract or demonstrable suspicion of any breach of contract.
- 4.13. YLLIX is entitled to ask any Publisher without any reason for verification his address by email or fax or written letter. Method of verification is the choice of YLLIX and the Publisher is obliged to accept this verification.
- 4.14. YLLIX is entitled to stop or pause Partner program obtained by the Publisher, without having to give any reasons.

Publisher's rights and duties

- 5.1. The Publisher is allowed to participate in Partner program with advertising platforms for which he owns the rights and made the registration. The Publisher is not allowed to register the Partner program in the name of third parties.
- 5.2. The Publisher is allowed to create a Publisher's account in Partner program and use it for free and free of charge.
- 5.3. The Publisher is responsible for the data entered at registration.
- 5.4. The Publisher is allowed to cancel his Publisher's account in Partner program at any time without any reason and without penalty unless the Publisher is suspected of infringing this contract or broke it.
- 5.5. The Publisher has the right for remuneration according to this contract unless the Publisher is suspected of infringing this contract or broke it.
- 5.6. The Publisher is liable for the contents of his websites and its traffic on which are placing the Advertising material in accordance to this contract.
- 5.7. The Publisher is subject to a spam-ban with regard using advertising means and URL-codes in e-mails made available by YLLIX. Sending e-mails without request violates the law. Therefore the Publisher is not allowed to send unrequested e-mails (spam) to third parties or to use advertising means and URL-codes provided by YLLIX in such e-mails. Use of advertising materials and URL's in e-mails is only then permitted, when the receiver has expressly and traceably agreed beforehand to receive the e-mail.
- 5.8. The automatically generated "views, clicks, leads or sales" via technical devices (also computer programs) as well as intentional and fraudulent misrepresentation is not permitted. Such irregularly obtained remuneration claims will be cancelled retrospectively by YLLIX.
- 5.9. The Publisher is also obliged to refrain from displaying violence, sexual or pornographic contents, making or displaying discriminating statements with regard to race, gender, religion, nationality, disabilities, sexual tendencies or age.
- 5.10. The Publisher is allowed along with publishing YLLIX Advertisements to publish any other website advertising in addition to other ad systems with illegal advertising content or advertisements referring to page with illegal content.
- 5.11. The Publisher is responsible for payment of taxes and other charges in his country.

- 5.12. The Publisher is obliged to monitor all changes in these General terms and conditions and all changes are directly binding for him without any his approval.
- 5.13. The Publisher declares that the amount of agreed contractual penalties under this contract in provision 13 of this contract considered as normal and appropriate to the nature of the hedged liability. Claims for liquidated damages or the payment does not affect the right to satisfy the secured obligation and the Publisher that has violated the obligation which was secured by the contractual penalty is bound to fulfill the obligation which was secured by the contractual penalty. Claims for liquidated damages or the payment does not prejudice claim for damages that the breach of which it was secured by the contractual penalty, there is.
- 5.14. The Publisher is obliged to inform YLLIX about the source of its traffic on his websites. False, incomplete data, or refusal to send this data is considered as a breach of contract.
- 5.15. The Publisher is obliged to verify his address in cases where such verification is being asked by YLLIX. The Publisher is obliged to reply within 10 days. Method of verification is the choice of YLLIX.
- 5.16. The Publisher is not entitled to cooperate directly with the Advertiser – business partner of YLLIX except the Publisher provable already cooperating with the Advertiser before entering into the contract by YLLIX.

Serious breach of contract / General terms and condition

- 6.1. Any acquisition or attempted acquisition of fraudulent, invalid impressions and / or clicks on banners YLLIX is regarded as a serious violation.
- 6.2. Particular, the following facts are considered as a serious breach of this contract:
 - 6.2.1. Hiding and / or placing Advertisements behind other contents of the website (YLLIX Advertisements must be always visible at all times regardless of the operating system, Web browser, resolution, or visitor).
 - 6.2.2. Obtaining views and / or clicks on banners YLLIX through various programs (bots etc.)
 - 6.2.3. Encouraging visitors to the website for click on the banners YLLIX
 - 6.2.4. Automatically redirect visitors to another website
 - 6.2.5. Editing and / or changing Advertisement unit code YLLIX generated through Publisher's account
 - 6.2.6. Placing more than 3 YLLIX Advertisements on one page
 - 6.2.7. Placing "prepop ad tag" other than the popup and / or layer promotional codes (eg, through the display of hidden frame)
 - 6.2.8. Other ways of obtaining fraudulent impressions and / or clicks on banners YLLIX

Remuneration

- 7.1. The Publisher has the right for the remuneration in accordance to this contract.

- 7.2. The Publisher has a virtual account with YLLIX for an intermediate storage and visual preparation of remunerations.
- 7.3. The Publisher during the process of registration is obliged to choose the minimum level at which his earnings - remuneration wants to be paid. This minimum level can be during the Partner program changed by the Publisher in his account settings.
- 7.4. The remuneration is made based on the following events that can be combined. All views, clicks, leads, traffic and sales or others important information are recorded and verified as far as technically possible on the basis of the YLLIX system.
- 7.5. The remuneration on the Publisher's account may have this status:
 - 7.5.1. "Pending" – remuneration is subject to quality control by YLLIX and the Advertiser and the Publisher is not entitled to any payment from YLLIX
 - 7.5.2. "Waiting" – remuneration is approved by the Advertiser and by YLLIX and is in the process of waiting for payment from the Advertiser. The Publisher shall not be entitled to any payment from YLLIX
 - 7.5.3. "Ready-to-pay" - remuneration is approved by the Advertiser and by YLLIX, Advertiser already has paid this payment and the Publisher shall be entitled to payment from YLLIX
- 7.6. The Publisher has the right to get the remuneration only in status of his account "Ready-to-pay".
- 7.7. The remuneration in status „Pending“ and status „Waiting“ and status "Ready-to-pay" in accordance to point 7.5 and 7.9 of this General terms and conditions do not generate interest.
- 7.8. All data about earnings in the Publisher's account on YLLIX have informative character and YLLIX has the right to change these values, if the data were due to errors in YLLIX system counted incorrectly or inaccurately.
- 7.9. The Publisher will receive the remuneration based on the approved application for payment from the Publisher to YLLIX and after approval of this application by YLLIX. Application for payment is generating by YLLIX's system automatically when the minimum level in accordance to point 7.3 of this article this contract is reached. The Publisher is entitled to pause the process of generating the application for payment in Publisher's account.
- 7.10. YLLIX decide about the application for payment from Publisher usually within 7 days from the creation of applications for payment. Approved applications YLLIX subsequently meet within 24 hours of approval from YLLIX. Approval process from YLLIX is on a weekly basis.
- 7.11. The Publisher is entitled to choose one of the following methods of payment :
 - 7.11.1. "Payment agreement by PayPal" : The Publisher has the right to receive remuneration if his "ready-to-pay" status is at minimum balance reached \$ 1.00 USD. If the request for payment of less than \$ 10 USD, YLLIX is entitled from such payment takes an administrative fee in amount of \$ 0.50 USD. YLLIX send the remuneration by PayPal.com payment system to the e-mail address specified by the Publisher in the request for payment.

- 7.11.2. "Payment agreement by Bank Wire" : The Publisher has the right to receive remuneration if his "ready-to-pay" status is at minimum balance reached \$ 100.00 USD. If the request for payment of less than 500 USD, YLLIX is entitled from such payment takes an administrative fee in amount of \$ 30.00. YLLIX send the remuneration by classic international bank wire transfer according to the settings from the Publisher. Fees paid by YLLIX's bank are paid by YLLIX; fees paid by Publisher's bank are paid by the Publisher. All wire transfer payments are sending from YLLIX's bank account from the bank "Orwell Union" (New Zealand).
- 7.11.3. "Payment agreement by Postal Remittance" : The Publisher has the right to receive remuneration if his "ready-to-pay" status is at minimum balance reached \$50.00 USD. YLLIX is entitled from such payment takes an administrative fee in amount of \$5.00 - \$30.00 USD depends on the country of the Publisher. YLLIX sends remuneration on behalf of the Publisher in currency of USD to the address specified in the request for payment. YLLIX is entitled to payment rounded to the nearest \$ 1 or \$ 5 or \$ 10. All payments are insured, YLLIX is responsible for their delivery and they are sent to the Publisher by company named Czech Post. Payments may be by agreement contract parties sent in another currency (GBP, EUR and others).
- 7.12. The Publisher is obliged to give truthful and completed information about his PayPal account, Bank account, address etc. YLLIX is not responsible for undelivered payments due to inaccuracy.

Affiliate program

- 8.1. The Publisher is entitled to use the affiliate program, which is part of every Publisher's account. The affiliate program means for publishers, that the Publisher is entitled to promote YLLIX system and / or YLLIX company and / or YLLIX advertisements on his own websites and obtain the commission from YLLIX for each publisher and / or advertiser who became YLLIX's contract partner under this General terms and conditions or separate contract.
- 8.2. The basic conditions for Publisher using the affiliate program :
- 8.2.1. It is strictly prohibited to promote the YLLIX and / or YLLIX banners by illegal forms (spam, etc.),
- 8.2.2. It is strictly prohibited to encourage to register through affiliate link,
- 8.2.3. It is strictly prohibited to offer and / or to pay for registration through affiliate link,
- 8.2.4. It is strictly prohibited to register himself through affiliate link for the purpose of getting the commission,
- 8.3. YLLIX is entitled to stop any payment of the commission for the Publisher (past and future) in accordance to this article of this contract in case of breach the provision 8.2. of this article of this contract and / or in case of big number of poor referrals and / or in case suspect to artificially create accounts through affiliate link (bots etc. ..).

- 8.4. The commission and the conditions related to the amount of commission are published on YLLIX system and on each Publisher's account.

Compensation

- 9.1. The Publisher releases YLLIX from any claims for damages, liability claims and any other costs, that may occur to YLLIX due to actions by the Publisher that are contrary to obligations or contract.
- 9.2. The Publisher agrees to indemnify, damages, lost profit and any loss to YLLIX and YLLIX's employees, partners, advertiser, the owner others websites caused by a breach of contract.
- 9.3. The Publisher agrees to pay all damages, lost profits, penalties, court fee, attorney fees, travel expenses and all other items in case of litigation etc. caused by the breach of contract. These will be paid within 5 days of receipt of the relevant call for their compensation.

Privacy

- 10.1. YLLIX is entitled to collect, process and store person related data relating to the Publisher, while respecting the current data protection regulations according to law.
- 10.2. YLLIX is also entitled to pass on such data that the Publisher has deposited in the YLLIX system to external service providers for the purpose of validating address and data as well as for the purpose of remuneration, while respecting the current data protection regulations according to law.
- 10.3. The stored data will exclusively be used for handling the contract concluded between the parties. They will not be used for other purposes, e.g. for advertising or market research. After the contract has been completely fulfilled the contract partner's data will be blocked and permanently deleted after the end of the legal deadline. After that the data is no longer available for use.

Cancellation

- 11.1. The contract can be cancelled by either contract partner anytime.
- 11.2. The cancellation notification by the Publisher can be done in writing form (original letter, by fax or by email). The cancellation by YLLIX does not require a written form and can also be sent by e-mail. The cancellation notice is 5 days from delivering to the other party.
- 11.3. The cancellation notification by the Publisher can be done also in Publisher's account by click on the „Delete account“ after the special password by the Publisher is entered.
- 11.4. The cancellation of this contract from the Publisher's side is possible only in case, that the Publisher has no debts to YLLIX.
- 11.5. YLLIX shall be entitled to back out of this contract in the event when

- 11.5.1. The Publisher will be subject to bankruptcy, liquidation proceedings or closing settlement and with respect thereto, the task undertaken in the contract will prospectively not materialize,
- 11.5.2. The Publisher breaches any of its obligations laid down in this contract, particularly the Publisher's obligation under article 3, 5, 6 or 9 of this General terms and conditions
- 11.5.3. The Publisher does not fulfill its any obligation specified in this contract or not under contract.
- 11.6. The Publisher shall be entitled to back out of this contract in the event when
 - 11.6.1. YLLIX will be subject to bankruptcy, liquidation proceedings or closing settlement and with respect thereto, the task undertaken in the contract cannot prospectively materialize,
 - 11.6.2. YLLIX after written notice (original letter or by fax) and provided an additional period of 15 days is not fulfilling its obligations under this contract
- 11.7. In the case of back out of this contract from Publisher's or YLLIX's side, the contract is canceled at the moment of delivering this notice of back out.
- 11.8. In case of a cancellation, the Publisher must remove all Advertising materials within 48 hours. This does, not relieve the Publisher from his obligation to remove all invalid advertising codes that do not work anymore from their advertising platforms at once.
- 11.9. Claims for damages and contractual penalties remain unaffected hereof.

Confidentiality

- 12.1. In this Clause "Confidentiality" means in relation to YLLIX, information (whether in oral, written or electronic form) belonging or relating to YLLIX, its business affairs or activities which is not in the public domain and which: (i) YLLIX has marked as confidential or proprietary, (ii) YLLIX, orally or in writing has advised you is of a confidential nature, or (iii) due to its character or nature, a reasonable person in a like position to the recipient of such information under this contract, and under like circumstances, would treat as confidential and, for the avoidance of doubt, "Confidential Information" shall include the terms of this contract, information about the Services and the technical formulae and processes, product designs, audit results, sales, cost and other unpublished financial information, product and business plans, projections, and marketing and promotional data.
- 12.2. YLLIX undertakes to keep confidential and not open to the public and to third parties any information about Publishers, their earnings and at their websites and any Publisher's activities related to YLLIX except if this information is requested by law.
- 12.3. YLLIX also undertakes to keep confidential and not to publish to public all email communication and other communication with the Publisher except if this communication is requested by law or is determine to employee of YLLIX or lawyer of YLLIX, accountants and other person of YLLIX who are obliged to keep the confidentiality according to law.

- 12.4. The Publisher also undertakes to keep confidential and not to publish to public all email communication and other communication with YLLIX except if this communication is requested by law or is determine to employee of the Publisher or lawyer of the Publisher, accountants and other person of the Publisher who are obliged to keep the confidentiality according to law.
- 12.5. The Publisher shall maintain the confidentiality of YLLIX's Confidential Information and shall not, without the prior written consent of YLLIX, use, disclose, copy or modify YLLIX's Confidential Information (or permit others to do so) other than as necessary for the performance of Publisher's rights and obligations under this contract.
- 12.6. The provisions of this clause shall not apply to information which: (i) is or comes into the public domain through no fault of the recipient, its officers, employees, agents or contractors; (ii) is lawfully received from a third party free of any obligation of confidence at the time of its disclosure; or (iii) is independently developed by the Publisher, his officers, employees, agents or contractors, as evidenced by written documents or records.
- 12.7. In the event that the Publisher is required by law, stock exchange, regulatory body, court or governmental order to disclose Confidential Information, then the Publisher shall, prior to any disclosure notify YLLIX.
- 12.8. The Publisher shall not make any public statement, issue any press release or make or release any other type of announcement or statement relating to the existence of this contract without the prior written approval of YLLIX.
- 12.9. The Publisher shall administer and protect YLLIX's Confidential Information with at least the same degree of care used to administer and protect his own Confidential Information, and in any event, with no less than reasonable care.

Contractual Penalty

- 13.1. In case of breach of obligation specified in provision 3.1. to 3.7., mostly 3.4, in provision 5.1. to 5.15., in provision 6.1. to 6.2., in provision 12.4., 12.5., 12.7., 12.8., 12.9. of this contract from the Publisher's side, for each such violation notwithstanding that individual, the Publisher undertakes to pay to YLLIX contractual penalty in the amount of \$ 5.000 USD for each such violation notwithstanding that individual. The contractual penalty is due within 3 days from delivering the call.
- 13.2. In case of breach of obligation specified in provision 3.1. to 3.7., mostly 3.4, in provision 5.1. to 5.15., in provision 6.1. to 6.2., in provision 12.4., 12.5., 12.7., 12.8., 12.9. of this contract from the Publisher's side, for each such violation notwithstanding that individual resulting in loss of business partner and / or Advertiser, the Publisher undertakes to pay to YLLIX contractual penalty in the amount of \$ 15.000 USD for each such violation notwithstanding that individual. The contractual penalty is due within 3 days from delivering the call.
- 13.3. In case of breach of obligation specified in provision 3.5., 3.4.1., 3.4.2., 3.4.7., 6.2.2. of this contract from the Publisher's side, for each such violation notwithstanding that

individual, the Publisher undertakes to pay to YLLIX contractual penalty in the amount of \$ 100.000 USD for each such violation notwithstanding that individual. The contractual penalty is due within 3 days from delivering the call.

- 13.4. In case of breach of obligation specified in provision 3.4., 5.16, 6.2.1., 6.2.6., 6.2.7. of this contract from the Publisher's side, for each such violation notwithstanding that individual, the Publisher undertakes to pay to YLLIX contractual penalty in the amount of \$ 25.000 USD for each such violation notwithstanding that individual. The contractual penalty is due within 3 days from delivering the call.
- 13.5. It is of no importance, whether the non-compliance is caused by the Publisher himself or a third party delegated by the Publisher.

Intellectual property

- 14.1. By entering into this contract the Publisher acknowledges YLLIX's intellectual property rights over the service and undertakes not to modify, adapt, translate, decompile, decode, disassemble the service or not to attempt to extract the source code in other way, or not to create or attempt to create a substitute or similar service or product by using or accessing the service or proprietary information correlated to the service. The Publisher undertakes not to remove, hide or change notices concerning copyright, commercial brands or other notices concerning YLLIX's proprietary rights

Force majeure

- 15.1. YLLIX shall not be liable for any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to, earthquake, flood, fire, storm or other act of God, act of terrorism, labor condition, or power failure.

Notice

- 14.1. Except as expressly stated herein to the contrary, any notice, consent or other communication required or permitted hereunder will be in writing and shall be given or shall be served by email or by prepaid registered letter or overnight delivery sent through the post to the intended recipient's address under this contract.
- 14.2. All notices required or permitted under this contract shall be deemed validly given (unless proved otherwise) 2 days after the deposit with a duly stamped letter; the next day for overnight courier service; or the day of facsimile transmission with printed confirmation of transmission, with the original sent via recorded delivery.

Waiver

- 15.1. The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this contract does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

Severability

- 16.1. In the event any provision of this General terms and conditions / contract is found to be unenforceable, void, invalid or unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and, as so modified, this contract shall remain in full force and effect. The same principle applies with respect to any gap of the contract. Such gap shall be discontinued by provision which comes closest to the parties' intent and economical interests.

Entire Agreement

- 17.1. These General Terms and Conditions and anything expressly incorporated herein, contain all the terms agreed between the parties regarding the subject matter of this contract and supersede and exclude any prior agreement, understanding or arrangement between the parties, whether oral or in writing, with respect to the subject matter herein.

Equitable relief

- 18.1. The Publisher acknowledge and agree that a breach of the terms of this contract may result in irreparable and continuing damage to YLLIX for which there may be no adequate remedy at law, and that in the event of such breach, YLLIX shall be entitled to apply for injunctive relief and/or a decree for specific performance and such other and further relief as may be appropriate.

Variation; Amendments

- 19.1. YLLIX may change the terms of this General terms and conditions from time to time. Upon any such change, YLLIX will post the amended terms in the YLLIX's website. The amended terms shall automatically become effective immediately after they are initially posted in the YLLIX's website and any use of the YLLIX partner program after such date shall be subject to the amended terms. This contract may not otherwise be amended, except in writing signed by both parties. Publisher's continued use of the YLLIX partner

program after the posting of the amended terms in the YLLIX's website constitutes Publisher's acknowledgement of the terms and its modifications and his agreement to abide by and be bound by this contract, as amended. Please therefore check the YLLIX's website regularly.

Governing law; Jurisdiction

20.1. This contract shall be governed by the laws of the state of Slovak republic, Europe, without reference to its choice of law rules. The parties agree that the forum for dispute resolution under this contract shall be located exclusively in the state of Slovak republic, Europe.

Dispute

21.1. The parties shall endeavor to resolve all disputes or differences which shall at any time after the date of this contract arise between the parties in respect of the construction or effect of this contract or the rights duties and liabilities of the parties under this contract or any matter or event connected with or arising out of this contract (the "Dispute"). In the event of any Dispute, where provision for the resolution is not otherwise expressly set forth in this contact, the business representatives of the parties shall engage in good faith negotiations to resolve such Dispute.

21.2. The parties hereto agree that all disputes arising out of legal relationships arising from this contract or relating to this contract, including all ancillary legal relationships relating to this contract, claims for damages, claims for unjust enrichment, claims for contractual penalty, disputes the validity, interpretation and termination of this contract shall be decided exclusively by arbitration on the Permanent arbitration court in Banska Bystrica in Slovakia established by company Arbitration court Banska Bystrica, s.r.o., Id: 44103956, registered in Commercial Register of Banska Bystrica, Section: Sro, Insert no. 14652 / S and before a single arbitrator, which is determined by the arbitral tribunal from the list of arbitrators maintained by the arbitration court. The parties expressly agree that the tribunal decided the dispute on the papers without a hearing. Parties to the decision rendered in arbitration shall subject to the fact that such a decision will be final for the parties, binding and enforceable.

General provision

22.1. References to each party herein include references to its successors in title, permitted assigns and novatees.

22.2. In the case that Publisher is not satisfied with the services from YLLIX or disagrees with some of the points in this contract or its amendments, for the Publisher is the only

solution to the annulment of YLLIX partner program and his account to cancel this contract in accordance to provision 10.2. and 10.3. after settlement of all debts.

- 22.3. The parties are independent suppliers with no partnership or employment relationship between them.
- 22.4. This contract shall become valid and effective as of the day of registering the Publisher in YLLIX's system and accepting this General terms and conditions for the Publisher from Publisher side on the YLLIX's website and in YLLIX's system (by click on "CREATE ACCOUNT" on YLLIX's website); it shall be concluded for an infinite period.
- 22.5. The parties to the contract declare that they have read provisions hereof carefully, understood them congruently, that the contract expresses their free and earnest will and has not been concluded in distress or under unilaterally notably unfavorable conditions.