



Perfomo General Terms and Conditions for Advertisers

These Perfomo General Terms and Conditions for Advertisers (hereinafter “Terms”), subject to any special terms and conditions, shall govern the relationship between Perfomo and You (hereinafter “Advertiser”), for using Perfomo Network.

For purposes of these Terms the following terms shall have the meanings given to them below, unless the context clearly indicates otherwise or the contrary has been indicated directly:

Advertiser - any person to whom Perfomo has explicitly agreed to provide advertising services through Perfomo Network. Advertiser pays Perfomo for sending traffic from Affiliates to the web site of Advertiser;

Affiliate - a web site owner who promotes Advertiser’s products or services through his website in exchange for receiving compensation for the sales or leads they generate. Affiliates use Perfomo Network to facilitate relationships with Advertisers as well as gain traffic, reporting, and receipt of remuneration in form of commission payments;

Agreement – set of legal norms governing relationship between Perfomo and Advertiser, and comprising of these Terms and any additional special terms and conditions, such as SLA:

Campaign - advertisements published by means of Perfomo Network on behalf of Advertiser. Unless Parties agree otherwise, each campaign consisting of activities performed according to one specific SLA shall be regarded as a separate Campaign;

Click - occurs when internet user clicks through a hyperlink that has been placed by an Affiliate for the Advertiser;

Confidential information – as defined in section 5 of these Terms.

CPA - Cost Per Action. The cost Advertiser pays Perfomo for completing each specified task linked to the advertisement, e.g. a purchase, a download or other defined activity;

CPC - Cost Per Click. The cost Advertiser pays Perfomo each time its advertisement is clicked on and linked site visited;

CPL - Cost Per Lead. A commission structure in which Advertiser pays Perfomo a flat amount for every qualified customer lead generated from a link on the Affiliate’s site;

CPM - Cost Per Mille or cost per thousand. This is the cost per thousand page views linked to the advertisement;

CPS - Cost Per Sale. A commission structure in which an Advertiser pays Perfomo a fixed pay per sale or percentage of each completed sales transaction made through its links;

Creative - any creative advertisement material (for example banner, text link, promo video, e-mail template, etc.) which Advertiser uses to attract consumers to its websites or products;

Hybrid campaign - any combination of CPA, CPC, CPL, CPM, CPS, models;

Lead - a type of action in which a consumer registers, signs up for, or downloads something from Advertiser's website.

Party/ -ies - Perfomo or Advertiser, individually or collectively;

Perfomo - SIA Get Table, a company duly registered in accordance with the laws of Republic of Latvia, registered in the Commercial register with No. 40103834021,

Perfomo Network/System – an online advertising solution operated by Perfomo allowing Advertiser to advertise its products and services on the web pages of Affiliates. Perfomo Network is located at www.perfomo.lv;

Services - participation in Perfomo’s advertising program, under which Perfomo will place Creatives on behalf of Advertisers on the Perfomo network;

SLA - Service Level Agreement between parties, which specifies conditions of the advertising services provided by Perfomo to Advertiser and which amends these Terms;

Tracking pixel - a coded script given to Advertiser by Perfomo that is used to record a sale and associate the sale with a specific Affiliate where the visitor came from;

Transaction ID - a reference used to connect the results with specific Affiliate and monitor the Campaigns.

1. Rights and Obligations of Advertiser

1.1. By checking the box stating that you have read and agree to the terms of *COOPERATION AGREEMENT (FOR ADVERTISERS) on use of Perfomo network for advertising purposes*, as part of your registration with Perfomo System, or signing of a printed version of the Terms, you expressly agree to be bound by these Terms, including any changes or additional policies incorporated by reference which Perfomo may make in its sole discretion in the future, for as long as you use Perfomo services. Changes to the Terms, if any, will be published on www.perfomo.lv and will be effective and binding on Parties from the date of publication. [It is sole responsibility of Advertiser to follow any changes on a regular basis of the Terms and latest version of the Terms published.](#) By continuing to use the services Advertiser indicates its acceptance of the changes of Terms introduced by Perfomo.

1.2. Advertiser hereby acknowledges that it has the legal capacity to enter into this Agreement and no restrictions from entering into this Agreement, e.g. by law or contract of otherwise, exist. In the event the representative of Advertiser, a natural person, is representing a legal entity without proper authorisation, the natural person shall be personally liable for the legal and financial consequences.

1.3. Advertiser hereby acknowledges that all Creatives, product data, websites and/or other contents related to its goods and services, and its goods and services themselves are in accordance with the law, are not seditious, racist, abusive, hateful, obscene, threatening or pornographic, do not contain any malicious computer software, are not prohibited or limited to be advertised publicly, and that the rights of third parties (copyrights, trademark rights, personal rights or other similar rights) are not violated. Advertiser is solely responsible for obtaining legal rights to the use of such data supplied to Perfomo as intended, at its own cost and expense. Advertiser agrees to indemnify Perfomo against any and all allegations, costs and expenses, damages or other claims for compensation of any kind directly or indirectly arising from or relating to the contents of Advertiser's website, including but not limited to banners, logotypes, trademarks, texts, graphical objects, and links provided by Advertiser to Perfomo for the purpose of implementing the Advertiser's Campaign.

1.4. Advertiser shall provide Perfomo with its Creatives as specified at Campaign activation procedure, which Perfomo in turn makes available for use by the Affiliates. Perfomo may review the supplied Creatives or any other materials supplied by Advertiser according to the Terms including the clause 2.4 hereof.

1.5. Advertiser hereby accepts the websites of Affiliates that are registered in Perfomo Network.

1.6. Advertiser agrees not to remove any Tracking pixel that enables Perfomo to track the traffic of customers to Advertiser's website until the termination of the Campaign. If Advertiser, or any third party has, removed the tracking pixel at any time during the Campaign without express written permission from Perfomo, Advertiser agrees to pay Perfomo liquidated damages in amount of 1 EUR for each click (CPC) sent from Perfomo Network to Advertiser's website during the period when tracking pixel was removed.

1.7. In case of CPA, CPL or CPS campaigns, if Parties have agreed to use Transaction ID parameters and a Campaign model that includes confirmation of Leads or Actions, then Advertiser must provide its Perfomo Account Manager with the full report of confirmed Leads or Actions by the 7th of the following month. If Advertiser fails to provide Perfomo with the full list of confirmed Leads and Actions, then Perfomo recognizes all Leads or Actions as confirmed and uses the agreed confirmed Lead or Action price for invoicing.

1.8. If Advertiser wishes to run a customized Campaign, Advertiser must submit campaign proposal to Perfomo in writing and the nature and fees of the Campaign shall be agreed upon by the Parties separately.

1.9. Advertiser may delegate or assign full or part of its rights and obligations according to the Agreement to a third party only by prior written consent of Perfomo.

1.10. All changes that Advertiser makes to its Campaigns, such as conditions or commissions, are displayed on Perfomo System in such a manner that these changes are visible also at Affiliates' system profiles. In addition Affiliates will receive e-mail notifications of all such changes as well.

2. Rights and Obligations of Perfomo

2.1. Perfomo as an Affiliate Network provider, has developed, operates and provides a service which allows Advertisers to run and/or participate in advertising program. Perfomo agrees to provide to Advertiser Services as described in this Agreement.

2.2. Perfomo is responsible for technical realization, installation, configuration and operation of the Perfomo Network. Perfomo shall use reasonable commercial efforts to maintain Perfomo Network available and display Advertiser's advertisements 24 hours per day each day during the term of the Agreement, except when Perfomo deems it necessary to carry out its system maintenance. Perfomo does not warrant that it will be able to correct all reported defects or that use of Perfomo System advertisements, Services or that the hypertext pointer to Advertiser's website will be uninterrupted or error-free. Perfomo makes no warranty regarding features or services provided by third parties.

2.3. Perfomo disclaims all implied warranties, including without limitation, the warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose.

2.4. Perfomo reserves the right, in its sole discretion, to reject or remove any Creative/ advertisement from placement on the Perfomo Network if it is not functional, not suitable for linking to Perfomo System, is or may be contrary to applicable law regulations, industry standards, moral values, or affects rights of third parties, or complaints from third parties have been received. The withheld materials may be republished after any alleged inconsistencies have been eliminated by the Advertiser. Any received advance payments shall be non-refundable.

2.5. Perfomo reserves the right, to determine all technical guidelines and parameters, and any other practical aspects concerning operational matters for Perfomo Network, including but not limited to positioning of the Creatives, categorisation of advertising, software and hardware requirements.

2.6. Perfomo is not obliged to verify the information, advertising spaces or their display locations which the Affiliates have made available to them, e.g. neither in terms of their legal permissibility nor of the accuracy of their content.

2.7. Perfomo will provide a cookie to be attached to each customer's web browser for the purpose of authentication, tracking, and maintaining specific information about the customer. Perfomo will handle lead and sales tracking service with a cookie duration of 30 days (for CPA or CPS), and 1 day (for CPC), unless SLA defines otherwise.

2.8. Perfomo endeavors to continuously develop and improve the Perfomo Network. In the course of such development, Perfomo may enhance, expand or slightly modify individual applications. This may include partial or total discontinuation of individual functions so long as this does not result in any significant change of Perfomo's contractual duties.

2.9. Perfomo is entitled to delegate full or part of the services to be rendered to affiliated enterprises or third party service providers.

2.10. Perfomo reserves the right, in its sole discretion, to reject any Creatives or to provide links to any website, for any reason at any time. Any advance payments received for the specific service rejected shall be reimbursed.

2.11. Perfomo reserves the right, in its sole discretion, to involve additional Affiliates or to remove any Affiliates from Advertiser's Campaign at any time during the Campaign.

3. Payments

3.1. Fees of each Campaign shall be agreed upon by the Parties in writing, including in the Perfomo Network, and the due amounts shall be paid as indicated at panel.perfomo.com/offers or any documents of the Agreement.

3.2. Perfomo shall invoice according to the number of results delivered as calculated by Perfomo System. Invoices will be issued according to the SLA. Payments shall be made within 7 days after the date of receipt of the invoice.

3.3. VAT shall be added to all invoices according to Latvia tax law. If Advertiser is registered in another EU country and has a valid VAT number, then Perfomo sends the invoice with 0% VAT. If Advertiser is registered in countries outside of EUR, then Perfomo adds 21% VAT to the invoiced sum.

3.4. If Advertiser is of the opinion that the invoice contains clicks, Leads, sales or other measurable actions that are inconsistent with Advertiser's data, then Advertiser must file a motivated objection in writing to Perfomo within 3 days after receipt of invoice, otherwise the invoice shall be deemed appropriate and approved on behalf of Advertiser.

3.5. In the event of late payments, Perfomo is entitled to charge interest on the amounts due at interest rate of 0,3% per day. Perfomo reserves the right to immediately terminate any active Campaigns if payments have not been made within 5 days of written notice to Advertiser.

3.6. Perfomo will deliver the invoices to Advertiser registered contact person via e-mail. Advertiser hereby consents that electronically prepared invoices by Perfomo shall be valid without original signature.

4. Intellectual Property Rights and references

4.1. Perfomo System, which allows Advertiser to advertise its products and services, is used by permission of HasOffers.com. HasOffers.com has ownership and/or relevant licenses of objects of intellectual property rights, including copyrights, trademarks and any other rights connected with the Services, including but not limited to the system. Advertiser shall have no rights whatsoever connected with the Services, the Campaign and the software necessary for the Service or Perfomo' tracking technology other than that explicitly set out in this Agreement.

4.2. If any Creatives have been created by Perfomo on behalf of Advertiser, these advertisements may be used only for Campaigns within Perfomo Network and all copyright shall belong to Perfomo. Advertiser may use such Creatives for any purposes other than for the Campaign within Perfomo Network only with prior written permission of Perfomo. However, if Creatives are created by Advertiser or purchased/ lawfully acquired by Advertiser directly from any third parties then rights to these objects shall belong to Advertiser, and Perfomo will not have any rights in such Creatives whatsoever.

4.3. Perfomo may, in its marketing activities, indicate Advertiser's name, logo, link to a web page, and other information, as a reference of provided Services; however Advertiser shall coordinate with Perfomo any instances of use of Perfomo name, company name or other corporate or identifiable information.

4.4. By conclusion of this Agreement and for the duration thereof, Advertiser shall grant Perfomo the non-exclusive and transferable right to use the Creatives made available by Advertiser in accordance with this Agreement, in particular to allow Affiliates to display these Creatives on their websites. Advertiser hereby warrants that he is authorized to grant the above-mentioned rights.

5. Confidentiality

5.1. Each of the Parties is required to handle as confidential and not disclose to any third parties any information related to the other party Party, or partners of the other Party, including business policies and other, received during negotiations before the Agreement or in the course of performance of the Agreement, as well as the terms of the Agreement ("Confidential information"). Confidential information of the other Party or of its partners, may be used subject to prior written consent of that Party.

5.2. The information that has been lawfully made available to general public, as well as the fact of existence of contractual relations between the Parties, shall not be regarded as Confidential information.

5.3. The use of Confidential information is limited for the purpose of performing the Agreement and disclosure should be limited to persons or third-party contractors performing specific tasks related to the Agreement, and who are bound to protect the confidentiality of such information.

5.4. Each Party shall protect the Confidential information in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own.

6. Term of agreement

6.1. Campaigns with specified end date may be terminated by the Advertiser with a 7 days prior written notice to Perfomo by e-mail.

6.2. Campaigns without specified end date may be terminated by Advertiser with 7 days written notice and no penalty fee.

6.3. Either Party may terminate this Agreement if the other Party breaches this Agreement and fails to cure such breach within 7 calendar days of receipt of written notice from the first Party, describing the existence and nature of the breach.

6.4. In addition, Perfomo reserves the right, in its sole discretion, to immediately suspend any Creatives from placement on the Perfomo network if it determines or reasonably suspects that Advertiser has breached any of these Terms.

6.5. After the date of termination, the tracking pixel must remain in place for the duration of the cookie period stated in the Agreement.

6.6. Perfomo reserves the right to terminate the Agreement, including any ongoing or planned Campaigns without prior notice:

6.6.1. upon institution by or against Advertiser of insolvency, receivership, or bankruptcy proceedings or any other proceeding for the settlement of Advertiser's debts, or Advertiser's dissolution;

6.6.2. upon Advertiser making an assignment for the benefit of creditors;

6.7. In the event of termination or suspension of the Agreement Perfomo shall be credited for any fees incurred by the date of termination or suspension of services plus the cookie period.

6.8. In the event of termination of Agreement Advertiser's access to the Perfomo Network will be deactivated.

7. Liability

7.1. The utilisation of the Perfomo Network requires the use of special technical systems such as end user devices, transmission paths, software, telecommunication services and other services provided by third parties. Perfomo does not provide such systems, nor controls them. Therefore neither Perfomo, on the one hand, nor Advertiser, on the other hand, shall be liable to the other Party for any damages of any character arising out of the use of or inability to use the Perfomo services, including, without limitation, damages for loss of goodwill, lost profits, business interruption, loss of programs or other data, even if the other Party has been advised of the possibility of such damages.

7.2. Perfomo's liability for direct damages arising out of or in connection with this Agreement shall be limited to 10% of the aggregated fees paid by Advertiser to Perfomo (excluding payments to Affiliate) during the 6 months preceding the event that caused the damage.

7.3. If Perfomo is unable to display Advertiser's advertisement at any time during the period of Agreement due to system or transmission failure, war, riot, strikes, or for any other reason beyond its reasonable control, such failure to display the advertisement will not constitute a breach of Agreement and Perfomo will resume display of advertisement upon cease of such circumstances.

8. Other terms

8.1. The parties hereby agree that any publications of notices within the Perfomo Network as well as any notices sent to e-mail addresses of respective parties (*to Perfomo: partners@perfomo.lv, and to Advertiser: the e-mail address of registered contact person or as stated in Section 10 of written version of these Terms*) shall be regarded as written documents. Notices shall be deemed to be received by the receiving Party on the same day if published or sent before noon (12:00) on a business day, or on the next business day - if published or sent at noon (12:00) or later.

8.2. This Agreement contains all the terms agreed between the Parties regarding its subject matter and supersedes all previous written or oral commitments, understandings or undertakings made by the Parties with regard to Perfomo Services. Unless otherwise stated in this Agreement, any amendments to this Agreement must be made in writing and signed by both Parties.

8.3. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Should the entire Agreement become invalid or unenforceable, the Parties shall make any necessary and reasonable adjustments to the Agreement in order to secure the interests and objectives of the Parties prevailing at the time of execution of Agreement.

9. Disputes and Governing Law

9.1. This Agreement shall be governed by substantive laws of the Republic of Latvia.

9.2. Any dispute, controversy or claim arising out of or relating to Agreement shall be settled by negotiations or arbitration in accordance with the rules of the Arbitration Court of the Chamber of Commerce and Industry of Latvia. The number of arbitrators shall be one and language to be used in the arbitral proceedings shall be English.