

AdMedia Affiliate Terms and Conditions

These Affiliate Terms and Conditions (Terms) govern participation in AdMedia's advertising and search listings program. They are between AdMedia, Inc., a division of Ad.com Interactive Media, Inc., a California corporation (AdMedia), and the person or entity identified in the approved affiliate enrollment record (Affiliate). The Terms take effect when Affiliate signs or electronically accepts them through AdMedia's enrollment process (Effective Date). AdMedia and Affiliate are each a Party and together the Parties. Affiliate may participate only after AdMedia approves its media, traffic sources, placements, and integration in writing.

1. Definitions

1.1 Advertiser. A third party, or its agent, that has a contractual relationship with AdMedia for advertising.

1.2 AdMedia Listings. Paid advertisements from Advertisers that AdMedia provides in response to a Listing Request or through an approved redirect implementation.

1.3 AdMedia API. AdMedia's proprietary data feed interfaces used to deliver AdMedia Listings and, if agreed in writing, hosted component services.

1.4 Affiliate Media. The websites, ecommerce stores, domains, applications, and other media or traffic sources that Affiliate identifies and AdMedia approves in advance in writing for use under these Terms.

1.5 Listing Request. A request sent to AdMedia when a human user (User) accesses relevant content on approved Affiliate Media or is routed through an approved integration.

1.6 Services. The AdMedia API, AdMedia Listings, and related data, maintenance, reports, software, technology, and hosted component services AdMedia provides to Affiliate under these Terms.

1.7 Qualifying and Non-Qualifying Clicks. A Qualifying Click is a click measured by AdMedia that is not a Non-Qualifying Click. Non-Qualifying Clicks are clicks that AdMedia reasonably determines were fraudulent, generated by a non-human user, or obtained through activity prohibited by these Terms.

2. Program Participation and Implementation

2.1 Approved use. AdMedia will provide access to the AdMedia API for approved Affiliate Media and placements. Affiliate may send Listing Requests, display AdMedia Listings, or route Users through a redirect flow only as AdMedia approves in writing. AdMedia may return matching Listings or indicate that no Listing is available. A general traffic category in Section 3 is not approval of a particular domain, source, advertiser, or placement.

2.2 Presentation. Affiliate may use Listings only in connection with approved Affiliate Media and must display them in the order, manner, and format received from AdMedia, unless the Parties agree otherwise in writing, the API permits the change, or these Terms require it. Affiliate must not alter Listings or intentionally present misleading information about them. Any Affiliate content submitted for inclusion as a Listing requires AdMedia's approval and, once approved, is treated as an AdMedia Listing for purposes of these Terms.

2.3 Compliance of partners. Affiliate is responsible for its traffic suppliers, subcontractors, and other partners involved in performance under these Terms and must take commercially reasonable steps to ensure their compliance.

3. Traffic Sources and Quality

3.1 Eligible traffic categories. Subject in each case to AdMedia's advance written approval of the specific source, media, advertiser, and placement, Affiliate may use domain redirects; search traffic, including autocomplete and autosuggest; banner traffic; and email traffic sent only to double opt-in recipients for approved Advertisers. Affiliate may obtain search traffic from its own approved sources, Google core search (non-network), Bing core search (non-network), or another source AdMedia approves in writing.

3.2 Prohibited traffic. Affiliate must not use the Services for push traffic; pop-under or pop-over traffic; adult traffic; or incentivized traffic. Affiliate must not pay or otherwise reward Users for clicks, offer sweepstakes entries or charitable donations tied to clicks, use automated methods to generate clicks, coerce or mislead Users into clicking, or provide fraudulent or non-human traffic. Affiliate must not use any unapproved traffic source, media, placement, or integration.

3.3 Content and conduct. Affiliate must not use the Services with content or activity that is fraudulent, illegal, criminal, indecent, obscene, pornographic, hateful, or reasonably objectionable; improperly references illegal activity; or contains malware, viruses, or other security threats. Affiliate must not make misleading claims about Listings or Advertisers. If Affiliate makes an endorsement or sends commercial email in connection with the Services, it must make legally required disclosures and comply with applicable advertising and email laws.

3.4 Quality determination and adjustments. AdMedia may use information about traffic sources, including third-party validation, to reasonably determine click quality and identify Non-Qualifying Clicks at any time. On written notice, AdMedia may withhold payment attributable to Non-Qualifying Clicks. Affiliate must credit or repay amounts previously paid for affected clicks. A violation of this Section 3 is a material breach and may cause irreparable harm to AdMedia, including reputational harm and Advertiser liability.

4. Tracking, Pricing, and Payment

4.1 Measurement. AdMedia is solely responsible for tracking and calculating clicks and other traffic measurements, determining click quality, and calculating and reporting payments. AdMedia's measurements and data determine the Parties' payment obligations; measurements or calculations from another source do not alter them.

4.2 Cost per click bid. AdMedia determines a cost-per-click (CPC) bid for a Listing Request based on its prediction of the request's potential conversion rate and passes the bid in its ad response. Subject to this Section 4, Affiliate receives 100% of the CPC bid for a Qualifying Click on that Listing. No payment is owed for a Listing Request without a payable click or for a Non-Qualifying Click.

4.3 Payment timing. Payment is due within 60 days after the end of the month in which AdMedia receives the corresponding payment from the Advertiser. AdMedia has no obligation to pay Affiliate for a click unless and until it receives the applicable Advertiser payment. Amounts remain subject to the quality adjustments in Section 3.4.

4.4 Records. AdMedia will maintain complete and accurate records, in accordance with U.S. generally accepted accounting principles, of transactions covered by these Terms for at least one year after the last payment is due.

5. Licenses and Intellectual Property

5.1 Ownership. Each Party retains its intellectual property, content, products, and services. No ownership right transfers under these Terms. AdMedia retains all rights in the Services and their output other than the limited license expressly granted to Affiliate.

5.2 License to Affiliate. During the Term, AdMedia grants Affiliate a worldwide, nonexclusive, non-sublicensable, nontransferable, revocable license to access and use the Services and display AdMedia Listings solely for the approved purposes and on the approved Affiliate Media described in these Terms.

5.3 License to AdMedia. During the Term, Affiliate grants AdMedia a worldwide, nonexclusive, non-sublicensable, nontransferable, revocable license to use and display Affiliate content and trademarks only for uses identified by AdMedia and approved in advance in writing by Affiliate.

5.4 Restrictions. Affiliate must not copy, modify, decompile, disassemble, or reverse engineer the Services; sublicense, sell, resell, rent, or lease them; use them to store or transmit malicious code; disrupt their operation; seek unauthorized access; alter, move, or delete AdMedia tags or code; misappropriate AdMedia data or technology; or use or assist others to create competing services from the Services. Affiliate must not access or activate the Services outside approved Affiliate Media or transfer, sell, lease, or syndicate them. Any breach of this Section 5.4 is material.

5.5 Changes to Services. Affiliate may not change or modify the Services without AdMedia's advance written approval. To the extent Affiliate acquires any rights in a change, modification, extension, or correction to the Services, Affiliate assigns those rights to AdMedia and will execute documents reasonably needed to give effect to the assignment. If Affiliate is unavailable or unwilling to sign those documents, it appoints AdMedia as its attorney-in-fact solely to execute documents needed to effect the assignment.

6. Publicity

6.1 Affiliate references. Affiliate will provide testimonials about the Services upon AdMedia's request. Subject to Affiliate's advance approval of uses of its content and trademarks under Section 5.3, AdMedia may use Affiliate's name, quotes, testimonials, and aggregate data in connection with the Services; identify Affiliate as an AdMedia affiliate; and prepare case studies, articles, videos, press releases, or podcasts about Affiliate's use of the Services. Affiliate will provide approval or requested changes within 48 hours after receiving a proposed use. AdMedia will promptly correct any incorrect use of Affiliate content or trademarks that Affiliate identifies.

7. Confidentiality and Privacy

7.1 Confidential Information. Confidential Information means nonpublic information disclosed by one Party to the other, directly or indirectly and in any form, that is identified as confidential or reasonably should be understood to be confidential. It includes technical information, software, code, methods, product plans, business and marketing information, pricing, financial information, customer and vendor information, the terms of these Terms, and data generated through the Services. All data and information generated through the Services, including Advertiser pricing, is AdMedia Confidential Information.

7.2 Exclusions. Confidential Information does not include information that the receiving Party can show: was public before disclosure; became public through no act or omission of the receiving Party; was already lawfully in its possession; was obtained from a third party without breach of that party's confidentiality duties; or was independently developed without use of or reference to the disclosing Party's Confidential Information.

7.3 Protection. Each Party will use the other Party's Confidential Information only to perform or exercise its rights under these Terms, will not disclose it to third parties, and will protect it with at least reasonable care and no less care than it uses for its own comparable information. This Section supersedes earlier confidentiality or nondisclosure agreements between the Parties, but information disclosed under an earlier agreement remains protected as Confidential Information under these Terms.

7.4 Privacy and personal information. Affiliate will maintain and comply with a privacy policy for Users of Affiliate Media. AdMedia will maintain and comply with a legally sufficient privacy policy. Neither Party will transfer or disclose to the other information that, alone or combined with other information, can identify an individual (PII) without the receiving Party's prior written consent. A Party proposing such transfer or disclosure must give the other Party at least 30 days' prior written notice. Neither Party is required to collect, store, process, compile, merge, or otherwise receive PII unless both Parties expressly agree in a writing signed by their authorized representatives.

8. Representations and Warranties

8.1 Mutual authority and compliance. Each Party represents and warrants that it has authority to enter into these Terms, that these Terms are its valid and binding obligation, and that its performance will comply with applicable law. AdMedia further represents and warrants that its delivery of the Services will comply with applicable law.

8.2 Affiliate obligations. Affiliate represents and warrants that its use of the Services and Affiliate Media will comply with applicable law and these Terms. Affiliate will not, and will not permit a third party to, engage in activities prohibited by Sections 2, 3, or 5; use the Services on unapproved media; or send AdMedia PII contrary to Section 7.4. These obligations are material.

9. Indemnification

9.1 Mutual indemnity. Each Party (Indemnifying Party) will indemnify, defend, and hold harmless the other Party and its affiliates, employees, representatives, agents, successors, and assigns from third-party claims, demands, actions, investigations, proceedings, liabilities, and reasonable attorneys' fees to the extent arising from: (a) the Indemnifying Party's breach of these Terms or its representations or warranties; (b) its gross negligence or willful misconduct; or (c) an allegation that content, listings, APIs, technology, trademarks, copyrights, patents, or other materials or services it provides under these Terms infringe or violate a third party's intellectual property rights. AdMedia will also indemnify Affiliate for third-party claims arising from the Services.

9.2 Procedure. The indemnified Party will give the Indemnifying Party written notice of a claim as soon as reasonably practicable. If the Indemnifying Party accepts liability for the claim, it may control the defense and settlement; the indemnified Party will cooperate, provide relevant information, and make no admission or settlement offer without the Indemnifying Party's prior written consent. The indemnified Party may participate at its own expense without disrupting the defense. Failure to follow this procedure does not waive the indemnity obligations.

10. Disclaimers and Limits of Liability

10.1 Disclaimers. Except for the express warranties in Section 8, each Party disclaims all express and implied warranties concerning these Terms, including implied warranties of merchantability and fitness for a particular purpose. The Services and Affiliate Media are provided as is and as available. Neither Party is liable for unavailability or inoperability of the internet or telecommunications networks, technical malfunctions, computer errors, or corruption or loss of information. AdMedia does not guarantee any benefit or result from the Services. Neither Party is liable for acts or omissions of third parties.

10.2 Excluded damages. Except for indemnification obligations, breaches of confidentiality, or intentional misconduct, neither Party is liable for lost profits, lost revenue, loss of use, loss of business, loss of data, or indirect, incidental, consequential, special, or exemplary damages arising from these Terms, whether or not foreseeable or advised of their possibility.

10.3 Liability caps. Except for indemnification obligations, breaches of confidentiality, or intentional misconduct, each Party's aggregate liability arising from these Terms will not exceed the greater of \$100,000 or the payments received by or due to Affiliate from AdMedia in the 12 months before the event giving rise to the claim. Each Party's aggregate liability for indemnification obligations and breaches of confidentiality will not exceed \$1,000,000. These caps do not limit liability for intentional misconduct.

10.4 Application. The exclusions and caps apply to claims in contract, tort, or otherwise, even if a remedy fails its essential purpose, and are part of the Parties' agreed allocation of risk. If applicable law does not permit an exclusion or limit, it will be modified only to the extent needed to comply with that law. No AdMedia personnel may expand or change this Section except by an amendment that complies with Section 12.6.

11. Term, Termination, and Survival

11.1 Term and renewal. These Terms begin on the Effective Date and continue for one year (Initial Term). They renew automatically for successive one-year periods (each a Renewal Term) unless either Party gives the other written notice of nonrenewal at least 60 days before the end of the then-current term or terminates under Section 11.2. The Initial Term and any Renewal Term together are the Term.

11.2 Termination for cause. Either Party may terminate by written notice if the other Party: (a) engages in or permits prohibited activity under these Terms; (b) materially breaches these Terms and does not cure within 10 business days after written notice; (c) misuses the other Party's content or trademarks; (d) ceases operation without a successor; (e) seeks bankruptcy or similar protection, or becomes subject to such a proceeding that is not dismissed within 60 days; or (f) commits repeated material breaches, whether cured or uncured. AdMedia may suspend or limit Affiliate's access to the Services during a cure period.

11.3 Effect of termination. On termination, the licenses end, subject to any transition period in this Section. If AdMedia terminates for a reason other than Affiliate's material breach, Affiliate must cease using the Services within 90 days after termination; if AdMedia terminates for Affiliate's material breach, Affiliate must cease immediately. Any permitted use during that 90-day period remains subject to these Terms. Amounts validly earned before termination remain payable under Sections 3 and 4.

11.4 Survival. Sections 3.4, 4 (for accrued payments and records), 7, 9, 10, 11.3, and 12 survive to the extent needed to give them effect. Confidentiality obligations survive for three years after termination, except duties concerning trade secrets continue as long as the information remains a trade secret.

12. General Terms

12.1 Notices. Notices must be in writing and may be delivered by messenger, delivery service, certified mail, facsimile, or email to the contact information a Party provides for contractual notices. Notices to AdMedia must be addressed to its General Counsel, and notices to Affiliate to its designated contact, unless that Party provides another address by notice. A notice is effective when received, except email and facsimile notices are effective when transmitted unless the sender receives a delivery failure notice.

12.2 Assignment. Neither Party may assign these Terms without the other's prior written consent, except either Party may assign them on notice to an acquirer in connection with a merger, acquisition, or sale of substantially all of its assets or equity. These Terms bind and benefit the Parties and their permitted successors and assigns.

12.3 Law and disputes. California law governs these Terms, without regard to conflict-of-law rules. The state and federal courts located in Los Angeles County, California have exclusive jurisdiction over disputes arising from these Terms, and each Party submits to those courts. The prevailing Party in an action to enforce or interpret these Terms may recover its reasonable attorneys' fees and costs. Remedies are cumulative.

12.4 Independent contractors. The Parties are independent contractors. These Terms create no employment, partnership, agency, or joint-venture relationship.

12.5 Entire agreement. These Terms, together with AdMedia's written approvals of Affiliate Media, traffic sources, placements, and integrations, are the entire agreement on their subject matter and supersede prior or contemporaneous proposals and agreements on that subject matter, including prior confidentiality agreements, subject to Section 7.3.

12.6 Amendments and waiver. An amendment must be in writing and signed by authorized representatives of both Parties. A waiver is effective only if written and signed by the waiving Party's authorized representative. A waiver of one breach is not a waiver of another or later breach.

12.7 Severability and interpretation. If a provision is invalid or unenforceable, the remainder remains effective. A court may reform the provision to the extent permitted by law to reflect the Parties' original intent. These Terms will be interpreted fairly and without a presumption against either Party as drafter.

12.8 Force majeure. Neither Party is liable for a failure or delay in performance, other than payment of money, caused by events beyond its reasonable control, including labor disruptions, shortages, riots, vandalism, insurrection, pandemics, terrorism, natural disasters, war, government action, energy or communications outages, or internet outages beyond its reasonable control.

12.9 Electronic acceptance. Electronic acceptance of these Terms and electronic signatures have the same effect as manual signatures. The Parties may also execute these Terms in counterparts, each of which is an original and all of which form one agreement.