

Glitchy Co Publisher Terms and Conditions

(Updated as of August 6, 2025)

The following terms and conditions, together with any and all Codes of Conduct referenced herein, constitute the binding legal agreement ("Terms and Conditions" or "T's and C's") between Glitchy CO ("Company" or "Glitchy"), and you ("You" or "Publisher"), the user of the Company's website <https://glitchy.com> (the "Site") and the Glitchy Advertising Network (the "Service"). These Terms and Conditions govern Publisher's relationship with Company and the use of the Site, and supersede and replace any previously agreed-upon terms and conditions. Publisher agrees to use the Site and conduct business with Company only in accordance with these Terms and Conditions. The Company reserves the right to make changes to the Site and these T's and C's at any time. Publisher's continued use of the Site or transaction with Company after any such modification and notification thereof (which may be provided by e-mail to the email address provided in the course of Publisher's registration with Company or otherwise) shall constitute Publisher's consent to such modification. All representations, covenants, restrictions and requirements applicable to publishers or Publisher as set forth in this Agreement apply to Publisher and its affiliates or publishers ("Sub-Affiliates"), and Publisher is responsible for acts and omissions of Sub-Affiliates. If You do not agree to this Agreement in its entirety, You are not authorized to register as a publisher or use the Site and/or Service or conduct business with Company in any manner or form whatsoever. In the event that Company and Publisher execute an insertion order ("IO") or other amendment, addendum or exhibit to this Agreement (collectively "Amendments"), the terms of such Amendments shall supersede and amend any inconsistent provisions contained herein or in the Program Terms as defined below. (The T's and C's together with any Amendments are hereafter referred to as the "Agreement".) Modifications to the Agreement require express written consent of Company to be effective.

1. Approval of Publisher

Completion of the Affiliate Signup form on the Site shall not confer any right upon Publisher to market or promote any advertising programs made available by Company on the Site ("Program(s)"). Nor shall it confer any right on Publisher to sell leads to Company's lead buyers ("Clients"). Official

approval communicated via email to a prospective publisher is required before a prospective publisher can become a Publisher. In addition, all publishers will be required to fully and honestly answer the questions in the Affiliate Sign Up form. Failure to fully and honestly answer all required fields on the Affiliate Sign Up form will render the Publisher ineligible to join or remain in the network. The Company reserves the right to withhold or refuse approval for any reason whatsoever. Publisher shall promptly notify Company in the event of a material change in its business practices or strategy. The Company can withdraw approval of a Publisher at any time for any reason.

Minimum Eligibility Requirements

In order to become and remain a Publisher, all websites, affiliated websites, search listings, social network placements, banner ads, e-mail distribution lists and other online advertising vehicles utilized to deliver Events (as defined below) on behalf of Company (collectively or individually "Media") must meet the following criteria, at a minimum:

- Be content-based, not simply a list of links or advertisements;
- Be written in English and contain only English language content;
- Have a top-level domain name, where applicable;
- All Publishers that wish to send advertisements via email may only do so from a publicly-registered sender domain, must have the consent of the consumer to send such email and each Publisher shall maintain records evidencing such consent including, without limitation, applicable IP addresses, source URL's and time/date stamps and must supply such records to Company within one business day of request therefor;
- Unless otherwise approved in writing by Company for each offer that Publisher wants to incentivize, Publishers may not offer direct or indirect incentives for any Company offer to users as means to enhance the performance of any Program; Direct Incentives include but are not limited to awarding cash, points, prizes, contest entries, etc., and Indirect Incentives include, but are not limited to, text links, link outs, banners, iframed content or other Media that is displayed to users as part of a survey or sweepstakes entry even if the completion of the offer, or the click on the ad, is completely optional and has no bearing on a user receiving a gift or entry into a sweepstakes; Even where a Program allows for incentivization, Publishers must get written approval for each incentivizable Program they wish to incentivize prior to downloading and running any incentivizable Program;
- Publisher websites must be fully functional at all levels (e.g., no "under construction" sites or sections);
- Spawning process pop-ups are prohibited.

Publisher Media Requirements

Publisher's Media must comply with all applicable laws and regulations (including all laws respecting personal and intellectual property) and, in any event, shall not include the following:

- Racial, ethnic, political, hate-mongering or otherwise objectionable content;
- Investment, money-making opportunities or advice not permitted under law;
- Gratuitous violence or profanity;
- Material that defames, abuses, or threatens physical harm to others;
- Promotion of illegal substances or activities such as illegal online gambling, how to build a bomb, counterfeiting money, etc.;
- Software Pirating;
- Hacking or Phreaking;
- Obscenity and any spoofing, redirecting, or trafficking from adult-related websites in an effort to gain traffic;
- Any reference to liquor, alcohol, tobacco, pornography, lotteries, firearms or ammunition;
- Viruses, spyware, malware, corrupted data or other harmful, disruptive or destructive files;
- Adware (i.e. any software application downloaded to a consumer's computer or device that includes an ad service mechanism);
- Any illegal activity whatsoever.

2. Use of the Site

The Site allows publishers to download creatives and tracking URLs for specific offers within Company's and its Clients' Program(s). Each Program will include the following parameters, where applicable: Restrictions; Description (the "Offer Description"); Payout; Category; Landing Page (link to landing page); Link Types Allowed (e.g., All, Email only, Search only); Incentives Allowed (Yes/No); Region (e.g., U.S. only); and Subject Lines (approved subject lines) (collectively the "Program Terms"). Compensation is derived from completion of a specified event ("Event") identified in the applicable Program Terms or IO, such as the submission of a lead form or a partial lead form or a sales transaction (collectively or individually an "Action"), or other Event such as a click, click-through, registration and impression. The Program Terms shall supersede any inconsistent terms in these T's and C's.

The Program Terms or IO will specify, among other things, the Event as well as any additional terms affecting how Publisher is required to run the specific Program or whether Publisher will receive payment. Where applicable, an Action may be further defined in the Offer Description. If Publisher accepts a Program, Publisher agrees to place that Program's advertising creative(s) and, where applicable, the email subject lines, lead generation opt-in copy, the Advertiser Can-Spam Act disclosures and any other disclosures or disclaimers provided therein (collectively "Advertiser Content"), on Publisher's Media in accordance with the Program Terms. Publisher must provide creatives when requested by Company directly or via Program Terms. Failure to adhere to these requirements may, in addition to all other remedies available to Company, result in termination of Publisher and forfeiture of compensation to Publisher.

Unless otherwise specified in the Program Terms, the Company may change a Program at any time upon written notice to Publisher. The Company is responsible for displaying and administering all active Programs and tracking the payments owed.

3. Monitoring

The Company may monitor, on its own or with the assistance of third-parties, the Publishers for compliance with these Terms and Conditions. Without limiting the generality of the foregoing:

- All email Publishers will be monitored for compliance with applicable legal requirements, including with respect to honoring unsubscribe requests. If a third party performs the monitoring, such third party will share all such information with Company. Notwithstanding the above, Publishers are solely responsible, and may not rely upon Company or any third-party monitoring service retained by Company for compliance with the Agreement or applicable legal requirements, including but not limited to the honoring of unsubscribe requests and compliance with Email Legislation (as defined below).
- Each unsubscribe list furnished to an email Publisher shall be separately, technologically identified so that Company will be able to ensure that each Publisher is not disseminating or otherwise using the unsubscribe list other than in a manner required by applicable law.

4. License

The Company grants Publisher a revocable, non-transferable, non-sublicensable, non-exclusive limited license to use the Site (including any creative posted thereon) and any data, reports, information or analyses arising out of such use (the "Site Data") solely for the purpose of marketing or promoting the Programs hereunder and subject to these T's and C's and the applicable Program Terms. If a Publisher fails to adhere to the foregoing requirement, in addition to any other remedies available to Company, Publisher shall forfeit its rights to any and all amounts owed by Company to Publisher. Publisher acknowledges and agrees that Publisher does not have, nor will it claim any right, title or interest in the Site software, applications, data, methods of doing business or any elements thereof, or any content provided on the Site (including the Advertiser Content). Publisher may only access the Site via web browser, e-mail or in a manner approved by Company. Publisher will not attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Site tags, source codes, links, pixels, modules or other data provided by or obtained from Company that allows Company to measure ad performance and provide its service. In addition, Publisher acknowledges that all non-public information, data and reports received from Company hereunder or as part of the services hereunder is proprietary to and owned by Company. If instructed to do so by Company and/or if Publisher is terminated by Company, Publisher will immediately destroy and discontinue the use of any Company data, including Site Data, and any other material owned by Company or the Clients.

5. Fraudulent or Unapproved Marketing

If fraudulent or unapproved marketing is suspected, Company may suspend the Publisher (or, if Publisher also maintains its own network of Sub-Affiliates, the suspected Sub-Affiliate(s)) account and block all traffic from Publisher or any Sub-Affiliate suspected of fraudulent or unapproved marketing pending further investigation.

Fraudulent or unapproved marketing by Publisher shall include, without limitation:

- Events that are generated by a computer or not an individual user, such as a robot, spider, computer script or other automated, artificial or fraudulent method to appear like an individual or real live person;
- Actions created by using pre-populated fields to automatically complete all or substantially all of an application form;
- Events where an individual receives any type of Direct or Indirect Incentives;
- Actions resulting from any form of advertisement not directly approved in writing by Company;
- Actions produced through email marketing that is not compliant with the Can-Spam Act of 2003, 15 U.S.C. § 7704 et seq. (including all amendments) or California Business & Professions Code § 17529.5;
- Actions generated where Publisher or Sub-Affiliate was popping Company's landing page without prior written Company approval;
- Actions generated from text links on survey registration paths that link to Company's landing page without prior written Company approval;
- Actions generated where Publisher or Sub-Affiliate iframes Company's landing page without prior written Company approval;
- Actions generated through any outside pay-per-click or pay-per-impression campaign that includes the use of any third party trademark or trade name as a search term/result or which could otherwise reasonably be alleged to infringe upon the intellectual property rights of any third party;
- Actions resulting in directly or indirectly from the use of automated or prerecorded calling, dialing or faxing systems (also known as "robocalling"), text messaging (including without limitation SMS and MMS messaging), or any other form of telemarketing conducted without prior written Company approval;
- Content using third-party trademarks or other third-party intellectual property.

In determining whether fraudulent or unapproved marketing has occurred, lead to Action ratios that are materially above average for the type of advertising (e.g., email, banners, pops or search) shall be considered relevant. In the event of fraudulent or unapproved marketing, Company need not return actual leads for all Actions that Company does not pay Publisher for. Failure by Publisher or its Sub-Affiliate to cooperate to the extent reasonably requested by Company in an investigation into suspected fraudulent or unapproved marketing will be considered determinative that fraudulent or unapproved marketing has occurred.

In the event of fraudulent or unapproved marketing Company may withhold payment of Publisher's commissions for all events from the specific Program with fraudulent or unapproved marketing. In addition, in the event that Publisher has receives payment for events occurring through fraudulent or unapproved marketing, Company reserves the right to seek a credit or remedy from future earnings or to obtain reimbursement from Publisher.

6. Payment

Publisher will be paid as described in the Program Terms of a particular Program. If there are no payment terms described for a particular Program, Company shall pay any amounts due approximately ten (10) days after the end of each calendar month. Final billable numbers are available approximately five (5) days after the end of each calendar month (five (5) days added to process any applicable returns).

In addition to any other remedies that may be available to Company, in the event of any breaches by Publisher of this Agreement, Publisher shall forfeit its rights to any amounts owed by Company to Publisher. The Company reserves the right to reduce any payments owed to Publisher as a consequence of invalid or duplicate Events, technical errors, tracking discrepancies, as well as Client disputes, chargebacks and refunds. Advertiser may return leads with fraudulent information (for example, "Mickey Mouse") or wrong numbers, disconnected numbers, rings to fax.

The Company shall compile, calculate and electronically deliver data required to determine Publisher's billing and compensation. Any questions regarding the data provided by Company must be submitted in writing within ten (10) business days of receipt, otherwise the information will be deemed accurate and accepted as such by Publisher. Any claim of underpayment must be raised within thirty (30) days of the date on the check or is waived. All amounts will be paid in U.S. dollars. No payments will be issued for any amounts less than \$100 Dollars (\$100) (the "Payment Threshold"). Payments will be transferred via ACH or EFT to Publisher's provided banking instructions.

All such amounts below the Payment Threshold shall be aggregated and paid when the Payment Threshold has been met. The Company will not pay for any Events that occur before a Program is initiated or after a Program terminates. Invoices submitted to Company and payments made to Publisher shall be based on the Events as reported by Company. The Company will not be responsible to compensate Publisher for Events that are not recorded due to Publisher's error. The Company may require a Publisher to provide a W-9/W-8 and identity verification via the Site as a condition to payment.

7. Special Terms for Posted Lead Campaigns

With respect to Publishers who are running campaigns to post leads ("Leads"), the following additional terms and conditions shall apply and shall supersede the T's and C's to the extent inconsistent.

Approval of Placement, Creatives and Transfer

No offer may go live until such time as Company has approved in writing: (a) all websites or other placements to be used by the Publisher in connection with Leads ("Offer Pages"), (b) the creative form, placement and marketing creatives, and (c) the transfer of Leads in the form of written approval by Company of a successful post for real-time transfer or written approval of the test file for batch or FTP files. No Leads obtained via a call center may be posted without prior written approval from Company.

Offer Page Requirements

Offer Pages must be hosted by You unless third-party hosting is approved in writing by Company. No prepopulated fields are allowed for any Offer Page.

Publisher's Privacy Policy

Publisher represents and warrants that Publisher's privacy policy is posted for consumers in compliance with all applicable law and permits the collection, use and transfer of Leads as contemplated by the Agreement including any applicable Program Terms.

Lead Requirements

Leads must include all fields in the format identified in the applicable tech integration document ("Spec"). Each Lead Program shall have its own criteria for determining the validity of a Lead (the "Lead Requirements"), which shall be detailed in the Program Terms, IO and/or Spec. The Company shall only pay for Leads deemed valid by Company's or its Client's system that also meet all criteria enumerated in the IO and/or Spec. At the sole discretion of the Company, Leads may also subsequently be deemed invalid ("Invalid Leads") as a result of: (a) violation of this Section; (b) fraudulent or unapproved marketing as discussed at Section 5, above, and/or (c) non-compliance with Programs Terms or as described in the IO/Spec including but not limited to exceeding Lead caps as communicated by a Company representative and/or going live with a posted offer prior to written approval of the placement, creative and data transfer by a Company representative.

Indemnity

You agree that Company is simply a conduit for the transfer of Leads to the Clients and therefore shall bear no responsibility for verifying the validity, legality or quality of the traffic. Publisher therefore agrees to indemnify and hold Company harmless against Claims as defined at Section 16, below, asserted by Clients or any other person or entity, including but not limited to governmental entities and agencies, against Company that in any way relate to the Leads.

Use of Leads

Publisher hereby acknowledges that the collection of the Leads is solely for the benefit of the Company or its Clients. Therefore, other than providing the Leads to the Company for delivery to the Clients, Publisher may not otherwise use, sell, transfer, assign or attempt to monetize the Leads (e.g. no ping posts and no Leads that were previously rejected by another buyer). All right, title and interest in the Leads shall vest exclusively in the Company or its Clients. Leads from offers utilizing Company's creative assets may only be sold to Company.

No Alteration of Offer Pages

Publisher may not, in any way, alter or modify any Offer Page without the prior written consent of the Company.

8. Termination

The Company reserves the right, in its sole and absolute discretion, to suspend or terminate a Publisher or Program and block or remove any advertisements at any time, upon written notice to Publisher. Notice will be provided via e-mail and will be effective immediately, meaning, among other things, that Publisher must immediately cease all advertising activities.

All moneys then due to Publisher, subject to the terms provided herein, will be paid during the next billing cycle. The representations, warranties and obligations contained in sections 9, 11, 12, 13, 14 and 16 shall remain in full force and effect after termination of this Agreement. In addition, all payment obligations accruing prior to the termination date shall survive until performed.

9. Representations and Warranties/Covenants

Mutual Representations

Each party represents and warrants that: (a) it has the right to enter into and fully perform the services contemplated herein, consistent with this Agreement; (b) there is no outstanding contract, commitment or agreement to which it is a party that conflicts with this Agreement; and (c) at all times while any Program remains in effect, it shall comply with all applicable laws and regulations. Neither party makes any guarantees, representations nor warranties, express or implied, as to the level of consumer response that will result from the Programs.

Publisher Representations

Publisher represents and warrants the following:

- Publisher's Media and marketing practices are currently in compliance with all applicable laws including without limitation the Can-Spam Act, 15 U.S.C. § 7704 et seq. (including all amendments), effective January 1, 2004, California Business & Professions Code § 17529.5, and any other federal or state legislation, regulation or other authority governing the distribution of email (collectively "Email Legislation");
- Publisher's Media neither contains nor promotes, nor links to any other website that contains or promotes libelous, defamatory, abusive, violent, prejudicial, obscene, sexually explicit or illegal content, products, services or activities;
- Publisher's database consists of only permission based opted-in e-mail addresses;
- Publisher owns or has the legal right to use and distribute all content, copyrighted material, products and services displayed on Publisher's Media;
- Publisher will only engage in email promotion under this Agreement using sender domains that are openly registered (i.e., not privacy registered) with complete and accurate registrant information;
- Publisher is legally authorized to utilize any Media employed in connection with this Agreement.

Publisher Covenants

Publisher covenants that it shall not:

- Send unsolicited commercial e-mail (spam) (i.e., it will send commercial emails in connection with any Programs to only those email addresses that have consented to receive such e-mails in accordance with applicable law);
- Post any specific messages to newsgroups, chat rooms, bulletin boards, social media or any other places regarding any Programs unless expressly approved in writing from the Company;
- Promote via website or link to websites containing any pornographic, racial, ethnic, political, software pirating or hacking, hate-mongering, or otherwise objectionable or illegal content, or any other content referenced in section 1 above;
- Use the Site or conduct marketing in any manner other than that which is specifically contemplated herein;

- Engage in any kind of deceitful, misleading or other unfair trade practices, or fraudulent or other unlawful practice when marketing any Programs;
- While an approved Publisher and for 180 days thereafter, participate in any advertising relationship with any Client unless a previously existing business relationship between Client and Publisher can be demonstrated to the reasonable satisfaction of the Company.

Both parties agree and acknowledge that (1) Publisher's decision to enter into a business agreement relating to advertising with Client during this period would necessarily be based on its knowledge of preferences or other characteristics of Client, and (2) if Publisher violates subsection (f), above, in addition to all other remedies available to Company, Publisher will forfeit any outstanding commissions owed to it and Company will be entitled to liquidated damages in the amount of fifty percent (50%) of the gross revenues resulting from transactions between Publisher and Client. Publisher agrees and acknowledges that these liquidated damages are a fair and accurate estimate of Company's actual damages resulting from a breach of this provision and shall not be construed as penalty or punitive damages against Publisher.

Publisher further covenants that it shall: (1) Conduct its advertising campaigns in accordance with the highest industry standards; and (2) Comply with (i) all applicable state and federal laws, including but not limited to Email Legislation, the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq., and all other requirements imposed by the Federal Trade Commission and the Federal Communications Commission, and (ii) the Glitchy Email Publisher Code of Conduct, which is appended to this Agreement and incorporated herein by reference. Publisher acknowledges that breaches of any of the foregoing representations and covenants may, in the sole discretion of the Company, result in the immediate suspension or termination of Company's relationship with Publisher and Publisher shall forfeit all rights to any compensation theretofore owed to it by Company. The foregoing rights shall be in addition to any other remedies available to Company.

10. Privacy Policy

Publisher shall maintain and post in a conspicuous manner on all its websites involved in the Programs, a privacy policy that clearly and adequately describes how consumer information is collected, used, maintained and protected.

11. Confidentiality and Non-Disclosure

Customer Information

All information submitted to Publisher by an end-user customer pursuant to a Program is proprietary information of the Company, its affiliates, and/or the Clients. Such customer information is confidential and may not be disclosed by Publisher. Publisher agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner. Publisher shall maintain such data in a secure manner, consistent with industry standards. All information provided to Publisher hereunder shall be kept strictly confidential.

12. Mutual Confidentiality

During the term of this Agreement, and until such time as the Confidential Information (as defined below) is no longer protected as a trade secret under applicable law, neither party will use or disclose any Confidential Information of the other party except as specifically contemplated herein.

Confidential Information means information that: (1) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use, and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality. Subject to the foregoing, Confidential Information shall include, without limitation, technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or list of actual or potential customers or suppliers, preferences and other characteristics of Clients, the advertisement before publication, and may include the terms of the IO.

Confidential Information does not include information that: (i) has been independently developed by the receiving party without access to the other party's Confidential Information; (ii) has become publicly known through no breach of this section by the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the disclosing party; or (v) is required to be disclosed by a competent legal or governmental authority.

At the request of the disclosing party, the receiving party shall return all of the disclosing party's Confidential Information to the disclosing party. Neither Party shall make a public announcement regarding the existence, terms or content of this Agreement without the other Party's prior written approval.

13. Consent to Release of Information by Company

Publisher agrees that, in response to any warrant, subpoena, request for production of documents, or other legal process or request for information, documents, or testimony addressed to Company in any legal proceeding in any forum whatsoever, Company may release information pertaining to

Publisher, any Sub-Affiliates, the Media, and/or this Agreement. Company may also release Confidential Information to the extent reasonably necessary to enforce this Agreement.

14. Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, EACH OF THE PARTIES PROVIDES THE CREATIVE, SITES, AND SERVICES, AS PERFORMED HEREUNDER, ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE PROVIDED HEREIN, EACH OF THE PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

15. Limitation Of Liability; Disclaimer Of Warranty

EXCEPTING INDEMNITY UNDER SECTION 16 OF THESE T'S AND C'S, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OF ANY NATURE, FOR ANY REASON, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE INFORMATION, CONTENT AND SERVICES ON THE SITE ARE PROVIDED ON AN "AS IS" BASIS. PUBLISHER USES THE SITE AND RUNS THE PROGRAMS AT ITS OWN RISK. OTHER THAN AS EXPRESSLY SET FORTH IN THESE T'S AND C'S, THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF NON-INFRINGEMENT. THE COMPANY MAKES NO REPRESENTATIONS AND WARRANTIES WHATSOEVER, AND DISCLAIMS ANY RESPONSIBILITY AND LIABILITY, REGARDING THE CONTENT OR NATURE OF ANY AD OR PROGRAM MADE AVAILABLE ON THE SITE, OR ANY PRODUCT OR SERVICE ADVERTISED IN CONNECTION THEREWITH.

16. Indemnity

Publisher will defend, indemnify, and hold harmless the Company and its Clients, affiliates, directors, members, employees, agents, successors and assigns from all claims, actions, losses, liability, damages, costs and expenses (including reasonable attorney's fees and expenses) (collectively "Claims" or individually a "Claim") arising in whole or in part from any actual or alleged breach of this Agreement (including any applicable Program Terms) or any actual or alleged violation of applicable law by Publisher, Sub-Publisher or any other third party retained, hired or otherwise compensated by Publisher. This includes any disputed Claim that would constitute a breach or violation if meritorious. A party seeking indemnification under this Section 16 (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party"): (a) prompt notice of the relevant Claim; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure; and (b) reasonable cooperation, at the Indemnifying Party's expense, in the defense of such Claim. The Indemnifying Party shall have the right to control the defense and settlement of any such Claim; provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party, settle or dispose of any Claims in a manner that affects the Indemnified Party's rights or interest. The Indemnified Party shall have the right to participate in the defense at its own expense.

17. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, or any other cause beyond the reasonable control of such party; provided, that the party whose performance is affected by any such event gives the other party written notice thereof within three (3) business days of such event or occurrence.

18. General

Entire Agreement

These T's and C's together with the Program Terms for each of the Programs and any applicable Amendments constitute the entire agreement between the parties and supersede all prior agreements or understandings between the parties. The parties agree and acknowledge that neither

party has made any representation regarding the subject matter of the Agreement other than as set forth in this Agreement. In the event a party is required to digitally sign or agree to additional terms when using the other's website, or tracking platform, the parties agree that such digital agreement is inconsequential and not binding as it is the result of a technical requirement to view stats or access content. Therefore, such terms are to be disregarded, and shall be superseded by this Agreement.

Governing Law; Jurisdiction; Arbitration

This Agreement will be governed by and construed in accordance with the laws of the State of Florida and the federal laws of the United States of America, without regard to conflict of law principles. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Miami, Florida before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures unless the amount in controversy does not exceed \$250,000, exclusive of attorney fees and interest, in which case JAMS' Streamlined Arbitration Rules and Procedures shall apply. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. If the suit is deemed non-arbitrable, either by finding of the arbitrator or agreement of the Parties, any suit, action or proceeding arising out of, or with respect to, this Agreement shall be brought exclusively in the state or federal courts of the State of Florida located in Miami.

Waiver

No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

Construction

This Agreement is considered to have been drafted by both parties hereto such that the rule that ambiguities are construed against the drafter is not to be applied as against any party.

Assignment

Publisher may not assign or transfer any of its rights, interests or obligations (whether directly, by operation of law or otherwise) hereunder without the prior written consent of Glitchy. Any purported assignment or transfer in violation of this section shall be null and void. Glitchy may freely assign or transfer its rights, interests and obligations hereunder.

Severability

In the event that any provision of this Agreement is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

Relationship

The parties agree that the Publisher is acting as an independent contractor in performing the Services and that the relationship between the Company and Publisher shall not constitute a partnership, joint venture or agency. Neither Company nor any of Company's employees or agents (collectively referred to herein as the "Employees") (i) is an employee, agent or legal representative of Publisher, or (ii) shall have any authority to represent Publisher or to enter into any contracts or assume any liabilities on behalf of Publisher. The Company retains all the rights and privileges of sole employer of its Employees, including, without limitation, the right to control, hire, discipline, compensate and terminate such Employees. Neither the Company nor any of its Employees shall have any right to receive any employee benefits as are in effect generally for Publisher employees. The only parties to this Agreement are Company and Publisher. There are and shall be no third-party beneficiaries to this Agreement, and no person or entity other than Company and Publisher shall be permitted to enforce this Agreement or any applicable IO. Sub-Affiliates shall neither be considered parties nor third-party beneficiaries to this Agreement.

Notice

Any notice, communication or statement relating to the Agreement shall be in writing and deemed effective only: (i) upon delivery when delivered in person; (ii) upon transmission when delivered by e-mail; or (iii) when delivered by registered or certified mail, postage prepaid, return receipt requested or by nationally-recognized overnight courier service to (a) Publisher at the contact information provided in the affiliate signup form online, and (b) Glitchy at 2121 Biscayne Boulevard #1883 Miami, Florida 33137, email support@glitchy.com, with a simultaneous email copy to:

John Du Wors, Esq.

The Internet Law Group
4162 Sorrel Way Northeast
Bainbridge Island, WA 98119
e-mail: John@Duworslaw.com

For notices to Glitchy, delivery must be confirmed, and receipt of email notices must be confirmed to be effective.

Glitchy Email Publisher Code of Conduct

Use of Commercial Email

Publishers shall be required to adhere to the following requirements if they (including any Sub-Affiliate) intends to distribute promotional materials via commercial email (an "Email Campaign"):

Publisher's Database(s)

Publisher's database shall consist of only permission based opted-in e-mail addresses, meaning that each consumer within the database has consented to receive commercial e-mails from Publisher or Company. In order to evidence such consent, Publisher shall maintain source URL, IP addresses and time/date stamps for all email addresses to which Publisher is disseminating commercial email.

Compliance with Laws and Policies

Publisher shall (and shall cause its Sub-Affiliates to) comply with all applicable laws, including Email Legislation. Without limiting the generality of the foregoing, Publisher shall:

- Include in the from line its legal name or the first and last name of its employee or agent responsible for sending the email;
- Refrain from falsifying e-mail header information (including, without limitation, source, destination or routing information);
- Refrain from having e-mail subject lines that a person knows would be likely to mislead a recipient, acting reasonably under the circumstances, about a material fact regarding the contents or subject matter of the message;
- Refrain from including links to any website or "landing page" other than those of Company;
- Refrain from seeking or obtaining unauthorized access to computers for the purposes of sending commercial e-mail;
- Include within any e-mail sent: a valid street address, a clear and conspicuous identification that any e-mail message is an advertisement or solicitation, and a clear and conspicuous and functioning opt-out notice;

- Comply with all legal obligations with respect to opting out or unsubscribing consumers from Publisher's e-mail mailing lists, as well as Company's e-mail list, if applicable;
- Abide by any and all publicly posted "acceptable use policy", "commercial e-mail policy" or similar requirements of internet service or e-mail service providers;
- Not use any subject line that has not been provided by or approved in writing, by the Company;
- Not initiate communications, including but not limited to telephone calls or text messages, to any consumer telephone number;
- To the extent that Company provides an opt-out or unsubscribe list (the "Suppression List") to Publisher in connection with any Program, Publisher shall regularly scrub its database against the Suppression List and shall not at any time send any commercial e-mails to any individuals on the Suppression List;
- Not use the Suppression List in any manner other than for the purpose contemplated by item 11, above, and Publisher shall not obtain any ownership interest or rights in and to any Suppression List;
- Only send promotional emails using sender domains that are publicly registered (i.e., not privacy or proxy registered), with complete and accurate registrant information.

Suppression List Confidentiality

Publisher shall be obligated to maintain the confidentiality of any provided Suppression List and may not disseminate such list to any third parties. Upon the conclusion of any Email Campaign, Publisher shall destroy such Suppression List (and any copies thereof). If requested, Publisher shall provide a notarized affidavit confirming that the Suppression Lists have been destroyed and have not been shared with any third parties.

Litigation/Investigation

Publisher shall alert Company in the event that any litigation or investigation ensues concerning Publisher's or any Sub-Affiliate's email practices (irrespective of whether such litigation relates to Publisher's relationship with Company).