Terms and Conditions of Use

Last updated: April 22, 2025

BEFORE USING THE SITE AND/OR SIGNING UP ON THE SITE, YOU MUST READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING THE SITE, AND/OR USING THE SITE, AND/OR BY TICKING THE CHECKBOX AND CLICKING THE "I'VE READ AND AGREE" BUTTON, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE AND ALL RELATED PROVISIONS. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SITE AND/OR OUR SERVICES.

1. Introduction

These are terms and conditions of use of the website located at https://affroom.com/ ("Site"). The Site serves as a hub for connecting participants in the affiliate marketing industry and providing access to relevant content and community interaction. It offers third parties ("you") informational resources and a communication platform that includes, but is not limited to, affiliate network ratings, a blog section, an offers database, tools for messaging and participating in discussion threads, as well as other related features and functionalities.

Please read these terms and conditions of use ("Terms and Conditions") carefully, because they set forth the important terms that you will need to know about the Site. These Terms and Conditions are binding and must be followed by each individual using the Site irrespective of whether the person is registered as a User or is using the Site as a visitor without registration.

Persons (individuals/businesses) who are not registered on the Site will have the opportunity to view and use only some part of the Site's information and its functionality. Such persons must in any event comply with these Terms and Conditions, the Privacy Policy, other special conditions and rules provided on the Site and all applicable laws.

The Site is operated by FATADS LTD, a legally registered company in the Republic of Cyprus under the registration number HE447431, with its official address at Spyrou Kyprianou, 78 Magnum Business Centre, 3rd floor 3076, Limassol, Cyprus ("we" or "Affroom").

2. Use of the Site

2.1. Use of the Site is permitted only for individuals who are at least 18 years old and legally authorized to engage in commercial activity under the laws of their jurisdiction. By registering, you confirm that you meet these criteria and accept full responsibility for compliance. While we do not actively verify user eligibility, we disclaim any liability arising from unauthorized or unlawful use of the Site.

You agree to use the Site solely for lawful purposes and in a manner that does not infringe upon the rights of others or interfere with their use and enjoyment of the Site.

If you are using the Site on behalf of a company or other entity, you confirm that you have full legal authority to act on behalf of that entity and to bind it to these Terms and Conditions.

2.2. By registering an account, you agree to the following:

• You are solely responsible for ensuring the accuracy and legality of the information provided and for updating it as necessary. Content must not infringe on any third-party rights or violate applicable laws.

• Creating an account does not guarantee visibility, promotion, or engagement on the Site.

• You may be contacted by Affroom users or visitors based on the public information provided in your profile. Please note that the information you leave in the Private Contact section is not displayed to other users and visitors and can be used only by us to communicate with you.

2.3. We reserve the right to approve, reject, suspend, or terminate any account at our sole discretion, with or without prior notice.

2.4. You are responsible for maintaining the confidentiality and security of your account credentials. Sharing, transferring, or assigning your account to any third party is strictly prohibited. All activity conducted through your account will be considered authorized by you. We accept no

liability for any loss or damage arising from unauthorized access resulting from your failure to safeguard your credentials.

3. Content

3.1. You agree and understand that all information, data, text, comments, software, tools, photographs, graphics, video, blog or private messages, or other materials ("Content") posted on, transmitted through, or linked from this Site are the sole responsibility of the person from whom such Content originated. Affroom does not control and is not responsible for Content submitted by users or third parties. Do not submit any Content that you consider to be private or confidential.

3.2. You use the Site and its Content at your own risk and agree not to rely on any information here as professional, financial, or legal advice.

3.3. Some areas of the Site allow users to share opinions and information. These comments and messages are not reviewed or approved by Affroom before being published and do not reflect the views of Affroom, its staff, or affiliates.

3.4. Affroom may, but is under no obligation to, pre-screen, flag, filter, refuse, modify, or remove any Content at its sole discretion and without obligation to provide reasons or prior notice. This includes Content we deem to violate these Terms and Conditions or to be otherwise objectionable.

3.5. You are solely responsible for your conduct and for any Content you create, submit, or display on the Site, as well as for any resulting consequences.

3.6. Due to the volume of submissions and the nature of user-generated Content, we do not and cannot screen every post before it becomes publicly available. We make no warranties, express or implied, regarding the accuracy, legality, reliability, or quality of any user-generated Content. We assume no responsibility for user-generated material, including information in the company profile, comments, ratings, posts or content linked to or from third-party sites.

3.7. We reserve the right to remove, edit, or otherwise manage any Content at any time, with or without cause or notice. Requests for Content removal or modification will be considered at our sole discretion. We also reserve the right to suspend or terminate your access to all or part of the Site at any time, without obligation to notify or explain.

4. Third-Party Links, Content and Interactions

4.1. Affroom may include links or access to third-party websites, tools, services, or content that are completely independent from us. These may include sponsored placements, directories, apps, or advertising materials. Such third-party sites may be based in different jurisdictions and are governed by their own terms and privacy policies. Your interaction with them is at your own risk.

4.2. The Site is partially supported by advertising. We may display ads or promotions at our discretion. By using the Site, you agree to the presence of such ads and acknowledge that Affroom is not liable for any loss or dispute arising from your interaction with advertisers, including direct competitors.

4.3. We do not endorse or guarantee third-party products, services, or websites, even if linked or promoted on Affroom. It is your responsibility to evaluate and verify any third-party offerings before engaging.

4.4. Any transactions, communications, or disputes with third parties, whether individuals or organizations, are strictly between you and them. Affroom will not mediate or take part in such matters.

4.5. In case of a dispute involving other users or third parties, you agree to release and indemnify Affroom, its owners, team members, and affiliates from any claims, liabilities, or damages, whether direct, indirect, known, or unknown. You further agree to fully cover any legal costs incurred by Affroom if we are involved in such disputes, including attorney or counsel fees.

5. Rules of Conduct

5.1. By accessing and using the Site, you agree to adhere to the following Rules of Conduct, which are designed to maintain a respectful, lawful, and collaborative environment for all Users and visitors. These Rules apply to all areas of the Site, including but not limited to forums, profiles,

messaging features, comments, and any user-generated Content.

5.1.1. General Principles

You agree to:

- Use the Site in a lawful, respectful, and constructive manner.
- Respect the rights, privacy, and dignity of all Users, including Affroom staff and affiliates.

• Refrain from any behavior that may disrupt the normal flow of dialogue or negatively impact the experience of others.

5.1.2. Respectful Communication

You shall not:

• Harass, threaten, abuse, insult, or otherwise cause harm to others.

• Engage in discriminatory or hate-based speech based on race, ethnicity, nationality, religion, gender, sexual orientation, disability, or any other protected attribute.

• Use offensive language or slurs in usernames, profiles, public or private messages.

5.1.3. No Spam or Unsolicited Promotions

The following are strictly prohibited:

• Posting or sending unsolicited advertisements, promotional content, affiliate links, or marketing material without prior written approval from Affroom.

- Using the messaging system or forums for spam, chain letters, or pyramid schemes.
- Creating multiple accounts to manipulate visibility, feedback, or engagement metrics.

5.1.4. Accuracy and Integrity

You agree to:

• Provide truthful and accurate information in all submissions, including profile details and forum content.

- Refrain from impersonating others, including Affroom staff or representatives.
- Not misrepresent your affiliation, qualifications, or endorsements.
- 5.1.5. Prohibited Content

Content that includes any of the following is not permitted and may result in removal or termination of access:

• Illegal activities, including but not limited to hacking, carding, or distribution of pirated material.

• Malware, spyware, bots, or any form of malicious code.

• Adult content, pornography, or sexually explicit materials unless expressly allowed in designated sections with appropriate warnings.

- Content promoting or glorifying violence, suicide, or self-harm.
- Content involving minors in any inappropriate or exploitative context.

• Fraud, unofficial, untrue, false, misleading, invented, re-produced information, facts, news, offers, solutions, guidelines related to or aiming to treat in any way and at any level vulnerabilities of all kind, including but not limited to any physical, mental, psychological, social, religious, economic, scientific vulnerabilities;

• Any content that is illegal under applicable laws and regulations.

5.1.6. Intellectual Property

You agree not to:

• Post or distribute content you do not have the legal right to share.

- Infringe on the copyrights, trademarks, or other intellectual property rights of third parties.
- Copy, reproduce, or redistribute content from the Site without express permission.

5.1.7. Site Manipulation

Users must not:

- Engage in vote manipulation, fake reviews, or artificial boosting of content.
- Attempt to exploit the Site features for personal gain or to the detriment of others.

• Use automated tools, bots, or scripts to access or interact with the Site, except where explicitly allowed.

6. Termination of Account

6.1. You may stop using the Site at any time. We may suspend or terminate your access to the Site or your account at our discretion, with or without reason or notice, including for prolonged inactivity. Upon termination, your account may be disabled and access to its content restricted. Payments already made are non-refundable. This clause survives termination of the Terms and Conditions.

7. Subscription and Payment

7.1. To enhance your experience on the Site, Affroom offers a paid subscription that unlocks additional features and benefits. Details about available subscription plans, their durations, and pricing are displayed on the Site. By subscribing, you gain access to premium functionalities, including, but not limited to: personalizing your profile; accessing additional data about the Site's network and features; enjoying greater control over the threads you create, including enhanced management tools; and unlocking exclusive content that is not available to non-subscribers.

7.2. To subscribe, you must select a subscription plan and make payment via the available payment methods.

7.3. Your subscription will be billed according to the plan you select. The subscription will automatically renew unless you cancel it before the next billing cycle begins. You authorize Affroom to automatically charge the applicable subscription fee using your provided payment method at the start of each renewal period. You are responsible for ensuring that your payment information is accurate and up to date.

7.4. Payments made for subscriptions are non-refundable, except where required by law. Please review the terms carefully before completing your purchase.

7.5. You may cancel your subscription at any time, but you will not be entitled to a refund for any unused portion of your subscription.

7.6. Affroom reserves the right to terminate or suspend your subscription in the event of any violation of these Terms and Conditions.

8. License

8.1. By posting Content on the Site, you grant Affroom a non-exclusive, royalty-free, worldwide, freely assignable and sub-licensable license to use, publish, reproduce, modify, transmit, publicly perform, and display the Content on the Site across any applicable format, size, or device. You retain full copyright to your Content.

8.2. All other materials published on the Site, unless otherwise stated, are the intellectual property of Affroom or its licensors and are protected by law. You may access this content for personal use only, and you agree not to:

- Republish or redistribute material from the Site
- Sell, rent, or sub-license our content
- Reproduce or copy it for commercial purposes

9. Disclaimer of Warranties

9.1. YOU EXPRESSLY UNDERSTAND, AGREE AND IRREVOCABLY AGREE THAT:

YOUR USE OF THE SITE AND ITS FUNCTIONALITY IS AT YOUR SOLE RISK. AFFROOM SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AFFROOM AND ITS OWNER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SUITABILITY FOR PURPOSE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABLE QUALITY AND NON-INFRINGEMENT.

9.2. AFFROOM AND ITS OWNERS DO NOT WARRANT THAT

- THE SITE AND ITS FUNCTIONALITY WILL MEET YOUR REQUIREMENTS
- THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE

• THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE

• THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, AND

• ANY ERRORS IN THE SITE WILL BE CORRECTED.

• THAT AFFROOM IS IN ANY WAY CONNECTED WITH AGENTS FOR YOU, AGENTS FOR ANY MERCHANDISER OR ARE IN ANY WAY RESPONSIBLE FOR ANY CONTRACT MADE THROUGH OR CONCLUDED WITHIN THE FORUMS BETWEEN YOU AND ANYONE ELSE.

9.3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS ENTIRELY AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ANY OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL WHETHER OWNED BY YOU OR TO ANYONE ELSE TO WHOM YOUR COMPUTER OR YOU HAVE TRANSMITTED SUCH DAMAGED SOFTWARE.

9.4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AFFROOM OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS.

9.5. IF YOU DO NOT UNDERSTAND OR AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE THIS SITE. BY USING THIS SITE, YOU IRREVOCABLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL OF ITS PROVISIONS WITHOUT AMENDMENT.

10. Limitation of Liability

10.1. IN NO EVENT SHALL AFFROOM, ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARTNERS, AND/OR SUPPLIERS BE LIABLE TO THE USER AND/OR ANYONE ELSE FOR (I) SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, AND/OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF PROFITS, LOSS OF DATA, LOSS OF THE POSSIBILITY TO USE, BUSINESS INTERRUPTION, THE USE OR INABILITY TO USE THE SITE AND CONTENT, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AFFROOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; (II) ANY BUGS, VIRUSES, TROJAN HORSES, AND/OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION).

10.2. THE MAXIMUM AGGREGATE LIABILITY OF AFFROOM TO YOU FOR ALL DIRECT DAMAGES ARISING FROM THE SITE AND CONTENT IS LIMITED TO USD 5 000 (FIVE THOUSAND).

10.3. If the level of liability limitation defined in clause 10.2 hereof exceeds the minimum limit required by applicable legislation, the minimum limit specified by the relevant legislation shall prevail.

11. Indemnification

11.1. You understand and agree that you will defend, indemnify and hold harmless Affroom, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising from any third party claim relating to: (a) a breach of any warranty, representation or obligation made by you under these Terms and Conditions; (b) the Content; (c) breach or violation of any clause of these Terms and Conditions or other mutual agreement of the Parties.

12. Force Majeure Events

12.1. Affroom shall not be liable for any delay or failure to perform its obligations under these Terms and Conditions due to circumstances beyond its reasonable control ("Force Majeure Events"). These may include, but are not limited to: natural disasters, war, terrorism, civil unrest, government restrictions, power outages, or internet disruptions.

In such cases, obligations will be suspended for the duration of the event. We will make reasonable efforts to resume operations as soon as possible.

13. Governing Law and Jurisdiction

13.1. These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Cyprus (applicable law).

13.2. Any dispute arising out of these Terms and Conditions or related to it, including its execution, breach, termination, or invalidity thereof, will be solved in the state court of competent jurisdiction located in the Republic of Cyprus.

14. Privacy Policy

14.1. Your use of the Site is also governed by our <u>Privacy Policy</u>, which outlines how we collect, use, disclose, and safeguard your personal information. We strongly encourage all visitors and users to review the Privacy Policy carefully.

14.2. By accessing or using the Site, you acknowledge and agree to the practices described in the Privacy Policy. If you do not agree with the Privacy Policy, you must discontinue use of the Site immediately.

15. Changes to These Terms

15.1. We may update these Terms and Conditions periodically at our sole discretion. It is your responsibility to review the terms frequently and to remain informed of any changes to them. We may also provide you with additional forms of notice of modifications and/or updates as appropriate under the circumstances including, but not limited to, sending email informing us of the changes and/or by prominently posting notice of the changes on the Site. Your continued use of the Site after any changes are posted constitutes your acceptance of the updated Terms and Conditions.

16. Contact Us

If you have any questions about these Terms and Conditions or the Site, please contact us at contact@affroom.com.