

Terms of Use - DAYCHAINZ AFFILIATE PROGRAM

Revised March, 2021

The following terms (the “Terms of Use”), entered into by and between yourself (“You”, “Yourself”, or the “Affiliate”) and DayChainz (“DayChainz”), govern Affiliate’s participation in a marketing program that allows the Affiliate to earn commissions on sales of DayChainz products initiated via links the Affiliate has placed (within the terms of the “DayChainz Affiliate Program”).

The Affiliate acknowledges the acceptance of the Terms of Use by having filled in the DayChainz Registration Form located on the Affiliate page on DayChainz.com referred to hereafter, having checked the box stating “Agree to our Terms of Use and Privacy Policy” and having clicked the “Register” button, thereby assenting to these Terms of Use between DayChainz and Affiliate (also referred to as “Agreement”).

1. Definitions

The following terms, when used in this Agreement, shall have the meanings described below:

- a. “Affiliate Interface” means the login-protected website that provides the Affiliate with reporting on activity and commissions, account and service management, and access to the Terms of Use, as it may be updated from time to time.
- b. "Artificial Traffic" is a collective term for invalid Clicks and Transactions, which may originate (for example and without limitation) from automatic openings, spiders, robots, requests in email or chat rooms, script generators and Clicks which are not generated by a browser, Clicks which are not preceded by an active act of a Visitor who wants to reach a certain website.
- c. "Click" means a click by a Visitor on a link the Affiliate has placed connecting to a Linked Website.
- d. “Link” means a link as provided by DayChainz to the Affiliate, redirecting towards a Linked Website and placed by the Affiliate on a website he owns or a third-party website.
- e. "Linked Website" (www.daychainz.com) means a website, featuring DayChainz products and administered by DayChainz, which is connected to a Link.
- f. "Transaction" means a Visitor who has connected to a Linked Website through a Link and who has purchased a DayChainz product featured on the Linked Website.
- g. "Traffic" is a collective term for valid Clicks and Transactions.
- h. “Referral Coupon Code” refers to a coupon code granted to a DayChainz customer who is not supposed to be participating in the DayChainz Affiliate Program. This Referral Coupon Code is meant to give such customers referred relations, a right to a discount on the acquisition of a DayChainz product. Those Referral Coupon Codes will be given to affiliates by DayChainz and only DayChainz.
- i. "Visitor" means any person who connects to a Linked Website via a Link.

2. The Service

- a. Upon registration, the Affiliate shall be allowed to place Links and becomes authorized to receive commission payments, subject to the request by him of being paid and to the

satisfaction of his obligations for being paid described hereafter (at article 3 subsection 18), for sales of DayChainz products to Visitors who purchase through the Links, on the Linked Website.

b. DayChainz reserves the right in its sole discretion to modify, amend or change these Terms of Use at any time. DayChainz will send to the Affiliate the amended Terms of Use by email. If, after 7 days following such a notice, the Affiliate continues to participate to the DayChainz Affiliate Program, the amended Terms of Use shall be deemed approved by the Affiliate.

3. General obligations of the Affiliate

a. Affiliate is solely responsible to ensure that the websites used to place Links in conform at all times to all applicable laws, rules and regulations, including but not limited to any copyright laws.

b. If You are an individual, You represent and warrant that you are at least 18 years of age. If You have not reached the age of 18, You are not allowed to enter the DayChainz Affiliate Program.

c. You represent and warrant that the information furnished to DayChainz about Yourself is true, accurate, up to date and complete and you agree to update such information on the Affiliate Interface as necessary to maintain its truth and accuracy. You must notify DayChainz immediately if any changes in the information by updating the information on the Affiliate's Interface.

d. You represent and warrant that either the rights to all information and content on the website you place Links in belong to You, or that the owner of the website has given to You permission to such publication. You also represent and warrant that the information on the Affiliate's website do not infringe any rights of third parties, including intellectual property rights, and that such information and productions are, and shall not be, offensive or prohibited.

e. You represent and warrant that you have all the rights of ownership on of the information provided for the Payout System. ("Payout System") - The Payout System is the System an affiliate registers for in order to get paid commission.

f. Affiliate must not in any way generate or contribute to generating Artificial Traffic to Linked Websites.

g. Affiliate must not interfere or disrupt any other person from using the Linked Website, including but not limited to by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature, or in any other manner encourage or facilitate violations of these Terms of Use.

h. Affiliate must notify DayChainz immediately of any known or suspected improper or wrongful use of the Links of the Affiliate to the Linked Websites and/or to the DayChainz Affiliate Program or of DayChainz's service in any way whatsoever.

i. Affiliate will not engage in typo-squatting or own a typo domain in conjunction with "daychainz" (e.g., the Affiliate's domain names must not include or use "daychainz or

misspellings of "daychainz"). Misspellings of domain names include those with missing or extra characters and wrong character sequences.

j. Affiliate must not operate or utilize a website, or email a Link to such a website which contains or promotes any of the following types of content: illegal, violent, libelous, defamatory, obscene, abusive, hacking, bigoted, anti-brand messaging or that offer illegal goods or services.

k. Affiliate must not use or place Links on copycat sites, sites under construction, doorway pages, sites or pages with automatic redirect.

l. Any content or images used from DayChainz websites must be expressly allowed for use by Affiliate partners in the DayChainz Affiliate Program. Resources can be used when obtained from the DayChainz Official Affiliate Program Discord.

m. Affiliate must not place Links in spam or unsolicited commercial emails. The Affiliate warrants the following:

- (i) each addressee on an e-mail list has opted-in to receive e-mails from the Affiliate;
- (ii) upon request the Affiliate will provide verified opt-in status for recipients of mailing lists used to promote DayChainz products;
- (iii) each e-mail sent by the Affiliate must contain instructions to unsubscribe from receiving future emails. Affiliate's e-mail address must be included in all Affiliate e-mails. The Affiliate must not use the DayChainz brand name or misspellings in the "From" address line.

n. If Affiliate places the Links into a visual, such visual shall

- (i) comply with the DayChainz's brand universe,
- (ii) not contain any illicit or degrading content and
- (iii) comply with any instructions provided by DayChainz to the Affiliate in writing or verbally from time to time.

o. Affiliate must not use adware/malware to place Links in.

p. Affiliate must not

- (i) bid for search engine traffic using the DayChainz brand keywords "DayChainz", or similar terms, or any misspellings of them, and
- (ii) place Links on search engine advertising platforms such as AdWords or Bing Ads. Affiliates must endeavor to ensure that websites on which he placed Links in remain below DayChainz own paid search ads at all times on such search engine advertising platforms.

q. Affiliate is not allowed to place Links on couponing or cashback sites.

r. Affiliate is not allowed to broadcast to a similar audience its Affiliate Link and a Referral Coupon Code.

s. Affiliate must not purchase DayChainz products through any Links in the objective of getting a discount / retro-commission. For instance, and subject to the Affiliate providing the proof of the contrary, any bulk purchase made through an Affiliate Link will be deemed by DayChainz as made in this objective, given that the DayChainz Affiliate Program is not meant for resellers.

t. When placing the Links into a content (banners, emails or any other advertising formats), the Affiliate must ensure that this content is not misleading, aggressive or unfair. In particular, Affiliate shall ensure that information on the DayChainz products, their prices or any applicable

discounts, strictly complies with the latest information provided by DayChainz to the Affiliate. Affiliate warrants DayChainz against any claim from any third party regarding such content.

u. Affiliate must use the Links only in the form in which they are provided by DayChainz and, in particular, must not use URL reducers when placing the Links in.

v. The Affiliate shall not deviate from any of his obligations as defined by this Agreement, without having obtained the prior written permission from DayChainz.

4. Obligations of the Affiliate related to invoicing

In order to receive the commission payments for the accomplished Transaction, the Affiliate shall:

a. have reached the "Affiliate minimum payment" threshold of \$20.00 USD and a minimum of 2 orders generated since the creation of the Affiliate account as per article 6 subsection (d);

b. click on a button, in view of materializing its option to be paid within thirty 30 days, at least once in every twelve (12) months. Consequently Affiliate hereby acknowledges and understands its primary obligation to exercise the option to be paid in order to be paid, in accordance with the foregoing, otherwise, as per article 6 subsection (d), the portion of the sum of commissions on Transactions generated before the past twelve (12) months for which the Affiliate would not have exercised his option for being paid within 30 days will be brought down to zero;

c. click on box "acceptance of terms and conditions", referring to these Terms of Use; and

d. issue a prior valid invoice in respect of the services performed and duly fulfilled by the Affiliate. To this end, the Affiliate will be able to use the example form provided by DayChainz, it being understood that this process has been set up solely as a platform intended to facilitate the relationship with Affiliates and to help them with the issuance of their invoices under their control, subject to the completion by themselves of any mandatory information, subject to their corrections of any erroneous information contained in the draft invoice that the helping platform has generated, and subject to their validation of that invoice as containing a true and complete information and as being their invoice. For the avoidance of doubt, it is further specified that it is the responsibility of the Affiliates to add in these invoices all VAT, GST or any other sales tax to be levied under any applicable laws on the affiliation services that Affiliates provide, and to remit such taxes to the appropriate tax authorities in a timely manner and following the proper return process. In no event DayChainz is to be considered as having been mandated by the Affiliates to do their invoicing or is in any manner whatsoever to be considered as responsible for the content of the invoices issued by the Affiliates with the help of DayChainz's platform, and it is the responsibility of any Affiliate who would generate its own invoices in its own invoicing system to send these invoices to DayChainz on the dedicated invoicing platform. The Affiliate agrees in advance that if DayChainz considers the invoice received by him as invalid, the document generated with the help of DayChainz's platform will be considered by the parties as the invoice received by DayChainz from the Affiliate.

5. Obligations of DayChainz

a. DayChainz undertakes to execute payments to the Affiliate in accordance with these Terms of Use.

b. DayChainz records the Transactions, and the Affiliate acknowledges and accepts that the

statistics compiled by DayChainz on this basis are binding and shall serve as official and definitive data between the parties, except where the Affiliate can prove that such statistics are not accurate and correct.

6. Remuneration

a. Subject always to the obligations of the Affiliate under articles 3 being satisfied, for each Transaction, the Affiliate will earn a minimum 10% commission of the final sales price (after applied discounts, and excluding VAT, GST and similar sales taxes and delivery costs excluded) as actually paid by the Visitor, provided that the payment is requested and the conditions provided for hereafter are satisfied. The commission price is the percentage per sale excluding Shipping Charges and Sales Tax.

b. A Transaction is considered valid when a Visitor concludes a payment according to DayChainz's payment instructions. In case the Visitor cancels his order or requests a refund for any legitimate reason, after DayChainz paid the Affiliate for its commissions owed in connection with such orders, the amounts paid to the Affiliate on the basis of these orders will be deducted from the next payments owed to the Affiliate.

c. The commission rate may be changed by DayChainz with 10 days notice with effect from the 11th day (or at a later date if so specified by DayChainz).

d. Subject always to the obligations of the Affiliate under articles 3 and 4 being satisfied, payment of remuneration will be made to the Affiliate if, prior to the payment date, the sum of the commission on Transactions generated for the past twelve (12) months exceeds the "Affiliate minimum payment" threshold of \$20.00 USD and a minimum of 2 orders has been generated since the creation of the Affiliate account. The portion of the sum of commissions on Transactions generated before the past twelve (12) months for which the Affiliate would not have exercised his option for being paid within 8 days will be brought down to zero. DayChainz reserves the right to delete an Affiliate account which would not have generated Transactions for the past twelve (12) months.

e. Subject always to the obligations of the Affiliate under articles 3 being satisfied, to the Affiliate being registered as an Affiliate by DayChainz, and to the conditions of article 4 being met, payments will be made in USD, through the Payment System affiliated with AffiliateWP.

f. For the avoidance of doubt, it is clarified that no payment will be made for

- (i) Transactions carried out further to Artificial Traffic and/or more generally
- (ii) Transactions carried out in violation of any provision of these Terms of Use and in particular of article 3 and/or
- (iii) Transactions of more than 10 DayChainz Products that DayChainz reasons to believe are irregular.

g. The Affiliate is solely responsible for the payment of all taxes for payments made to him within the DayChainz Affiliate Program.

7. Limits on DayChainz's Liability

DayChainz shall not be liable for costs and damages incurred by the Affiliate arising out:

a. of this Agreement unless caused directly by the negligence of DayChainz in providing its

service. In the event that DayChainz is liable for any of the aforementioned costs or damages, in no event shall DayChainz's cumulative liability exceed the payments made to the Affiliate pursuant to these Terms of Use. DayChainz shall not in any circumstances be liable for indirect or consequential damages and costs incurred by the Affiliate for any reason whatsoever.

b. DayChainz will not be liable in case of failure of the Linked Websites, interruptions in the accessibility to the Linked Websites, infringements on data or loss of data on the information handling system, defects in the security system or viruses or other harmful software components in the Linked Websites or for any damage caused by viruses or components to the Affiliate's software and/or the Affiliate's website. DayChainz shall not be liable for any error in the implementation of the Links the Affiliate places on websites or for the specified function of the Links.

c. Affiliate is solely responsible for the use of its login IDs and passwords created for its participation to the DayChainz Affiliate Program.

8. Term and Termination

a. These Terms of Use shall be effective upon Affiliate's sign-up as a DayChainz Affiliate and shall remain in effect until terminated, subject to the provision of article 12 (a).

b. The Affiliate can terminate this Agreement at any time by stopping using their Links and sending an e-mail to DayChainz at company@daychainz.com

c. DayChainz can terminate this Agreement with an Affiliate or with all Affiliates at any time, subject to prior notice sent by e-mail with reasonable notice (at least fifteen (15) days), except in cases where such termination would arise from a situation described at paragraph (h) of such article.

f. The Affiliate must cease to use the DayChainz Affiliate Program immediately upon the termination of this Agreement and delete all Links that he has placed on websites.

g. If Affiliate's participation in the DayChainz Affiliate Program is terminated by either party, DayChainz will pay any outstanding amount due to Affiliate on the next following payment date (except for the payments which are not owed to the Affiliate on the basis of article 6 of these Terms of Use).

h. DayChainz is entitled to terminate the Agreement and/or suspend the Affiliate from the DayChainz Affiliate Program, with immediate effect,

- (i) if the Affiliate acts fraudulently or illegally in any way,
- (ii) if the Affiliate generates or tries to generate Artificial Traffic or broadcasts to a similar audience an Affiliate Link and a Referral Coupon Code, or
- (iii) if the Affiliate in any other way breaches any of the provisions of these Terms of Use and in particular but without any limitation their article 3.

9. Indemnity

a. The Affiliate (and any third party for whom the Affiliate operates a website that links to the Linked Website) shall indemnify, defend and hold DayChainz and each of their officers, directors, members, employees, affiliated entities, subcontractors and agents harmless against any claims, losses, damages, expenses (including reasonable attorneys' fees) arising out of a breach by an Affiliate of these Terms of Use, an actual or alleged infringement of a person's intellectual property rights by the Affiliate, of the contents of the Affiliate's website, of any

incorrect information given to DayChainz by the Affiliate (in particular, information given under article 4 of these Terms of Use), of the Affiliate's improper, negligent or unauthorized use of DayChainz's Affiliate Interface and technical problems or loss of data caused by the Affiliate on DayChainz's website, or of any promotion related to DayChainz products that the Affiliate administers on his/her website or any other platform.

b. The Affiliate shall cooperate as fully required by DayChainz, as applicable, in the defense of any such claim.

c. DayChainz reserves the right to assume the exclusive defense and control of any matter subject to indemnification by You, and You will not settle any claim without the prior written consent of DayChainz (which shall not be unreasonably withheld).

10. Assignment of the Agreement

a. The Affiliate may not assign or transfer his rights or obligations under these Terms of Use in whole or in part to any third party without the prior written consent of DayChainz.

b. The Affiliate acknowledges and agrees that DayChainz may assign its rights and obligations under these Terms of Use and share or transfer information provided by the Affiliate during sign-up or Affiliate sales statistics to a third party.

11. Intellectual Property Rights

The Affiliate acknowledges and agrees that DayChainz owns all copyrights, trademarks, know-how or any other intellectual property rights connected to the DayChainz Affiliate Program, including but not limited to the content of DayChainz's website, or software necessary for the Affiliate's participation in the DayChainz Affiliate Program. The Affiliate does not acquire any intellectual property rights, licenses or any rights whatsoever under these Terms of Use other than to use links to Linked Websites in accordance with these Terms of Use. If an Affiliate attempts, in anyway, to obtain intellectual property rights on the DayChainz name or any other content associated with DayChainz and their website or social media channels, the Affiliate must relinquish their rights to the DayChainz company.

12. Miscellaneous

a. Any provision of these Terms of Use that contemplates performance or observance subsequent to termination or expiration of these Terms of Use, including but not limited to articles 7 and 9 of this Agreement i, shall survive termination or expiration of this Agreement and continue in full force and effect.

b. The sole relationship between DayChainz and the Affiliate shall be that of independent contractors and nothing in these Terms of Use shall constitute or be interpreted as constituting or creating a subordination relationship or a joint undertaking. In particular, neither of the parties shall be able to purport, based on these Terms of Use, that it is an agent, a representative or an employee of the other party, or that it may bind the other party, in any manner whatsoever.

c. Would any provision of these Terms of Use or part thereof to any extent be or become invalid or unenforceable, such provision shall then be deemed separable from the remaining provisions of these Terms of Use and shall not affect or impair the validity or enforceability of the remaining provisions of these Terms of Use. No waiver by DayChainz of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of

such term or condition or a waiver of any other term or condition, and any failure of DayChainz to assert a right or enforce provision under these Terms of Use shall not constitute a waiver of such right or provision.

13. Applicable Law and competent jurisdictions

a. This Agreement shall be governed by the laws of the United States of America.

b. Any dispute regarding the validity, interpretation, execution, termination, or nullity of these Terms of Use, or the breach of the business relationship, will be exclusively settled, if it cannot be resolved amicably, by the courts within the jurisdiction of the Court of Appeal of the United States of America, even in the case of plurality of defendants or of call in guarantee.