

# Privacy Policy

The use of this website suggests the acceptance of the privacy terms, described below.

We recommend that you read those terms carefully and thoroughly. LIBERTY DIGITAL EOOD Reserves the right to change the terms, outlined below without advance notice.

The access to [www.performancebay.com](http://www.performancebay.com) and the services offered on the HasOffers platform presuppose that the users accept that their personal data will be stored and handled by LIBERTY DIGITAL EOOD.

According to the legislative provisions under the Law for the Protection of Personal Data; defining the handling of personal data and the protection of individuals in the field of commerce LIBERTY DIGITAL EOOD assumes the responsibility to handle the databases or data of their users or other legal persons and to use those data only in accordance to the purposes for which, they were originally provided.

LIBERTY DIGITAL EOOD collects the following data for the purposes of marketing and advertising: information about the business activity of LIBERTY DIGITAL EOOD, of its affiliates and advertisers in the system; in order to improve the effectiveness and functioning of the provided services; along with the settling of financial obligations with its clients and partners.

In order to take full advantage of the services, provided by LIBERTY DIGITAL EOOD, you will need to give us information about certain personal data; your eventual refusal to comply – leads to the inability for you to use the services of LIBERTY DIGITAL EOOD and for the associated commercial and financial transactions.

The collected information is intended to be used by LIBERTY DIGITAL EOOD and can only partially be distributed to advertisers and affiliates within the platform and network.

According to the Law for the Protection of Personal Data, you can take advantage of your right for access, the right for interference in the in the handling of your personal data and your right to refer a case to a judicial institution (court of justice). You also have the right to object to any operations and handling of your personal data and to request for their termination from our records.

In relation to the aforementioned rights, you can send a written complaint and/or request with your signature and calendar date to the following address:

“Bernard Izgrev Tower” 23A Dragan Cankov blvd. Sofia, Iztok Floor 1 Office 7 or e-mail address: [contact@performancebay.com](mailto:contact@performancebay.com). By doing so, you do not surrender the right refer a case to a judicial institution. Your data will not be transferred into other countries.

Via your access to your personal account in [www.performancebay.com](http://www.performancebay.com) and [www.performancebay.hasoffers.com](http://www.performancebay.hasoffers.com) you bear responsibility for all your actions that follow from that usage. LIBERTY DIGITAL EOOD does not bear responsibility for the consequences, created by negligence on the side of the user of the platform in terms of account privacy security and password. It is your responsibility to keep those private and secure.

Terms and conditions of the promotion service through Performance Bay affiliate marketing

### **Introduction:**

Performance Bay service is provided by LIBERTY DIGITAL EOOD., UIC 201971674 with its headquarters in Sofia, Iztok 23A Dragan Cankov blvd.

As the www.Performance Bay.com website's operator, LIBERTY DIGITAL EOOD. offers Partners the chance to participate in affiliate marketing campaigns through the Performance Bay affiliates' network.

Those campaigns include the posting of the promotion materials – “creatives” of the Partner (banners, text links, gateways, widgets etc.) and their revenue generation based on the number or value of transactions or actions (leads or sales, registrations etc.) made by visitors sent by Affiliates on the Partners' sites, within a give time period (period of recurrence) or on ongoing bases.

Performance Bay provides the necessary 3<sup>rd</sup> party tracking platform for creating, managing and monitoring campaigns, tracking pixels and etc. which can be used by both by Partners and Affiliates, and ensures the transactions reporting, billing, payment of fees due by Partners to Affiliates.

For these services, LIBERTY DIGITAL EOOD. collects a commission from the Partner and Advertisers – called a payout – calculated as a percentage of the transaction value fees and volumes that are payable by Partners and Advertisers to the Performance Bay.

### **Definitions:**

In acceptance of Performance Bay's terms and conditions:

**Partner – (interchangeably and inclusive: Affiliates, Advertiser, Publisher):** legal entity operating a website(s) (e-shops, social media, web content sites, subscription services and etc.), agreeing to pay out fixed and recurring commissions, according to the occurrence of a set of actions on their respective sites. Those actions include, but are not limited to the following tangible activities – sales or leads, account creation, newsletter subscription, offer completion, filling-out of surveys etc. by visitors referred by the Affiliate within a recurrence period or on ongoing basis.

**Affiliate:** natural or legal person who has the ability to send visitors (by using the promotion tools from the active campaigns in the Performance Bay platform) to the Partners' sites and who is rewarded in direct proportion to the number or value of actions (sales or leads) made by the visitors sent to the Partners' sites, in the recurrence period specific to each campaign.

**User:** any person who has been directed online on Partner's website by the Affiliate through the promotion tools. This directing is accomplished by the click made by the user on one of the promotion tools.

**Offer Campaign:** it refers to the promotion campaign initiated by the Partner. Each Partner active in the Performance Bay system has created at least one promotion campaign. Each campaign has its own promotional tools, added by that Partner. A campaign can be: per sale, per lead, per lead and sale.

**Action:** it represents a sale operation (for sales campaigns) respectively any specific action on the Partner's site which can be measured and rewarded afterward by a commission percentage or by a fixed amount per action. Actions are made by users.

**Period of recurrence:** is the period of time in which the actions of the users that had been directed to the Partner's website by the Affiliate generates commissions for him. The recurrence period differs from a campaign to another and it (re)activates itself at every click made by a user on the promotional tools displayed by Affiliates.

**Promotional tool:** is a specific tool through which the Affiliate promotes the Partner's products and services. The promotional tools provided for Partners by the Performance Bay platform are: banners (of any size), text links, text ads, products widget.

**Widget:** is a promotional tool containing dynamic information retrieved from the Partner's site, as well as identification and tracking information of the activity of the users who click on it.

**Products feed:** is a list of products that are characterized by several parameters: name, link, price, etc. Products feed is prepared by the Partner and helps in creating the widget. Product feed can be acquired by Affiliates in order to display the information present in it on the sites that promote the respective Partner.

**Commission:** is the sum of money which is registered in the Performance Bay system in the Affiliate's account, following the completion of an action on the Partner's site by a user directed by that Affiliate. The commission is different from a campaign to another and it can be of two types: fixed or percentage. A commission requires processing, which is made by the Partner.

Status commissions

**Pending:** is the first status that a commission has. When a commission has the 'pending' status it means that an action has been finalized on the Partner's site by a user directed by the Affiliate during the period of recurrence. The 'in waiting' status will be modified by processing the respective commission by the Partner, processing realized based on that action's validity.

**Rejected:** it means that that commission is not eligible for payment and will not be paid to the Affiliate. A commission may be rejected under the following circumstances:

1. In case of a per sale campaign: returning the product, doubled item or any other clear error specified by the Partner; user's unpayment or refunding the payment to the user.
2. Affiliate's failure to comply with the Partner's campaign's terms.
3. The Affiliate's use of any methods of fraudulent acquisition of the commission.

**Accepted / Unpaid:** it means that that commission is eligible for payment and the Affiliate will be paid.

**Paid by Partner:** it means that that Partner has paid to LIBERTY DIGITAL EOOD that commission and is to be paid to the Affiliate at the next due date, depending on the payment demand made by the Affiliate. Only a commission with the 'Accepted / Unpaid' status can become 'Paid by Partner'.

**Completed:** it means that the commission has been paid by LIBERTY DIGITAL EOOD to the Affiliate.

#### **Campaigns/sales/commissions tracking method**

LIBERTY DIGITAL EOOD operates on the HasOffers affiliated marketing platform on which Performance Bay service is based.

The platform uses tracking pixels /cookies/ ang tags in order to follow transactions on Partners' sites and customers' traffic flow. The cookie is added in the user's browser when he clicks on an ad/banner/link etc.

Each new Partner has the obligation to integrate into their own site, in the action's confirmation page, a code "snippet" provided by the Performance Bay and/or within the HasOffers platform, in the page with the offer/campaign's details. This code pixel is designed to track the users directed by Affiliates and Advertisers and to keep recordable actions within the reporting UI of HasOffers.

LIBERTY DIGITAL EOOD guarantees the code's integration accuracy and back-testing for new Partners and new offers in the system. While also providing periodic reports and real-time notifications, in order to single out any inaccuracies or system failures in due time; this is also extended for tracking users' actions and completed transactions on client's websites.

The promotion tools' codes displayed by Affiliates are uniquely generated by the system and are used by each Affiliate, validating the accuracy of the tracking of the actions made by the users sent by the Affiliates within each campaign in which they are active.

Disclaimer: About 1-2 % of the active internet users have disabled cookies on their browsers, due to that fact – this very small minority of users cannot be tracked, either by Performance Bay's services and its partners – or the HasOffers tracking platform. Such actions cannot be tracked and recorded in the system.

## Actions

### Commissions

A Partner is charged a commission only if a user, forwarded by the Affiliate/Advertiser, completes a specific action (transaction) on the Partner's site, during a given finite or recurring period (month etc.). Those actions include, but are not limited to the following: filling information on a form, subscribing to a certain service or purchasing a product (sale); completing a partner offer; installation and others. Actions differ, depending on the nature of the offer and the agreed payout method.

Commissions are either fixed amounts per action (such as CPA, CPI, CPS, CPM), or they are being calculated as a percentage of the sales generated for the Partners by users send via the Affiliate partners network and tools. All completed actions on the Partner's site by users directed by the Affiliate, during the recurrence period are charged a commission.

In case of percentage commissions from sales, the percentage declared by the Partner is applied to the net (excluding VAT) and final amount (after applying promotions or the discounts offered by the Partner) of the financial transactions, generated by the directed users (sales, subscriptions, installations etc). In a case of physical goods- any handling and shipping charges are excluded from charging any commissions.

The sales commission is paid only for completed sale, by the users directed by Affiliates and Advertisers.

LIBERTY DIGITAL EOOD cannot be held responsible for invoices or transactions that were later cancelled or charged with a lesser value – as in case of: sales, insufficient stock, complaints, warranty issues, “money-back guarantee”, “satisfaction guaranteed” clauses and etc.)

LIBERTY DIGITAL EOOD will provide a report for each billing period – for each of its Affiliates, Advertisers and Partners – with this information being available to all parties with the HasOffers tracking platform. LIBERTY DIGITAL EOOD will issue an invoice for each Partner between no later than the 5th of each calendar month. All parties agree that they will pay any due amounts on those invoices according to the agreement(s).

When an action/ transaction is completed on Partner's site by a user directed by the Affiliate, the HasOffers system provides notifications, including reports containing the value of the commission generated both to the Partner and the Affiliate/ or Advertiser. If the aforementioned parties do not have – and do not will to – to gain access to the HasOffers tracking platform, LIBERTY DIGITAL EOOD. will provide the required external reporting to those parties.

The commission amounts shown in each Partner Affiliate or Advertiser account are VAT excluded.

For **Legal person Partners (Affiliates, Advertisers and Publishers)** payment is made based on an invoice issued by them to LIBERTY DIGITAL EOOD. The invoiced amount will be communicated by LIBERTY DIGITAL EOOD. and will be the sum of all earned commissions. Commissions do not include VAT – Affiliates that are VAT-registered will bill and collect the full amount of commissions, to which they will add VAT.

For **Natural person Partners (Affiliates, Advertisers and Publishers)** payment is made only after signing an agreement of commission between them and LIBERTY DIGITAL EOOD the amount collected by the Affiliate will be the sum of all commissions, generated during the billing period, with the deducted taxes afferent to the agreement.

### Preferential Commissions and Bonuses

Advertisers and Affiliates may be granted an additional bonus beside the commission's value. This is up to the discretion of LIBERTY DIGITAL EOOD. internal marketing strategies.

## Partner

### Joining the system

When a new Partner accepts cooperation with LIBERTY DIGITAL EOOD., the former must sign an agreement with LIBERTY DIGITAL EOOD. and accept all terms and clauses that stem out of it. This agreement allows the Partner to provide offers – for LIBERTY DIGITAL EOOD., under its brand Performance Bay – and its Affiliate and Advertiser partners to launch and run offers on the 3<sup>rd</sup> party tracking platform – HasOffers. The Partner may choose to create a new account with the HasOffers system.

By creating such an account, the Partner can create or provide us with the needed info to create offers, campaigns. In order to get to that step, the Partner must provide details on how tracking will be established - either by providing their own tracking domain; or using the one offered on the HasOffer's cloud hosting - at such case the Partner needs to integrate the code provided by the Performance Bay system, in the confirmation page of the action made by users (in the order confirmation page, in the fill out form confirmation page etc.). Each offer has its own tracking code, and each of these codes must be integrated by the Publisher on their respective website(s).

The Partner then provides the promotion materials – or creative files for the specific offer(s). If needed and agreed upon, Performance Bay can provide/generate such creatives, upon a formal request and after paying the additional fees for this service. Those creatives are made available for the approved Affiliate- to promote that Partner's products or services.

#### Partner's Rights and Obligations

The Partner has the following **rights**:

1. To develop promotional offers details and/or campaigns through which the approved Affiliates will have access for promoting the former.
2. To request or apply filters for the Affiliates that would apply to run the offer(s). An approved Affiliate cannot be suspended by the Partner before the expiration of a 1 calendar week's notice.
3. To stop or pause offers/ or campaigns by notifying the Affiliates and LIBERTY DIGITAL EOOD according to the agreement.
4. To add / change creative files and materials that will be used by Affiliates to promote their respective products, services and offers.

The Partner has the following **obligations**:

1. To guarantee that the information provided to LIBERTY DIGITAL EOOD concerning company information and its web-sites and domains is current, accurate and complete.
2. To not temper with or change tracking pixels and/or tracking domains on their own initiative during their cooperation with LIBERTY DIGITAL EOOD and its partners.
3. To process commissions and payments according to the agreement.
4. To process commissions on time, according to the agreement.
5. To justify the reasons for an Affiliate that is suspended from further running an offer/ or campaign.
6. To update and diversify creative files and materials on an adequate basis.
7. To guarantee copyright rights for creative files and materials- banners, texts, images, sounds, animation, flash objects, etc. To be held responsible for the content of the advertisement content, for copyright infringement on the texts, images, sounds and other elements that are or may be subject to- or protected by copyright and other intellectual property rights internationally or in respective countries.
8. To explicitly declare and guarantee that the Partner- has all approvals and permits required by law to conduct business, to provide the services and/or to sell products. Affiliates and LIBERTY DIGITAL EOOD have no liability for the above aspects.
9. To observe and respect the commission rules and the duration (if any) specific to each offer / or campaign (any changes will be implemented only with advance notification(s) of Affiliates and LIBERTY DIGITAL EOOD according to the agreement).
10. To be solely and entirely responsible for the owned/ managed website's content.
11. To observe and comply with the website's terms and conditions, as well as the provisions of the agreement signed between each Partner and LIBERTY DIGITAL EOOD.

## **Affiliate**

### Joining the system

When a new Affiliate is joining the 3<sup>rd</sup> party tracking platform- the created account is approved for all or specific offers ran by Performance Bay. Alternatively, if the Affiliate operates their own tracking platform – they can give access to their solution by: creating an account for Performance Bay; providing needed integration and technical documentation; allow and assist initial testing of the account and offers.

In order to have access to the offers, fraud detection report should be less than 5 %- and must apply for specific offers or negotiate with an Affiliate Manager –for a set of offers to run. By applying for an offer, the Affiliate accepts that described conditions, including conversion method – a.k.a “pixel fire”; payout method (i.e. CPA etc.), accepted traffic, spamming regulations, allowed incentives and etc. The Affiliate must accept the commission and payment terms established by LIBERTY DIGITAL EOOD.

Prior to any of the aforementioned procedures take place, LIBERTY DIGITAL EOOD and the Affiliate will sign an agreement.

### Affiliate's rights and obligations

The Affiliate has the following **rights**:

1. To be informed concerning the Partners' offer / or campaign' details and description with all vital information.
2. To apply for any offer /or campaign that is active and visible in the 3<sup>rd</sup> party tracking system.
3. To use the available creative materials for that offer or request different ones.
4. To cancel their promotional activity for an offer /or campaigns.
5. To receive monthly payment of commissions, as according to the agreement signed with LIBERTY DIGITAL EOOD.
6. To create their own creative files designs and materials – if the Partner allows this.
7. To promote Partners' offers by SEM, with the Partners prior approval.
8. To request further explanations and explanations regarding figures and statistics from the system.
9. To receive preferential commissions or bonus payments, if/when Partners offers such.

The Affiliate has the following **obligations**:

1. To guarantee the accuracy and completeness of the information provided to LIBERTY DIGITAL EOOD. All information, concerning personal data and the sites which he operates is accurate also current and accurate.
2. To guarantee the ownership of all intellectual property rights (copyright, licenses, brands, products and etc.) regarding information, products, images, sounds, animations, logos and etc. placed on the respective website.
3. To not use any creative material from Partners or Performance Bay, after the respective offer(s) have been canceled or expired, or the Affiliate is deferred from running that offer.
4. Not to generate or contribute to Artificial Traffic for the offers ran through the 3<sup>rd</sup> party tracking platform. A failure to comply with that obligations may result in a BAN from the system and the network.
5. To prove that they have the right to display the creative materials from the Performance Bay on respective sites (to be administrator / owner / agency/have a advertising agreement etc.).
6. The Partner has the right- for whatever reason to exclude the Affiliate from offers or campaigns with a 1 calendar week notice.
7. To own the copyright for in-house creative materials (when not using the creative materials made available by the Partner and/or Performance Bay).

8. To respect the service terms and conditions, as well as the provisions of the agreement signed with LIBERTY DIGITAL EOOD.

Performance Bay's rights and obligations

Performance Bay has the following **rights**:

1. To accept or reject any Partner's entry in the network and/or tracking platform.
2. To suspend any Partner's account, if in violation of this agreement or individual, ad hoc, signed Agreements.
3. To suspend any Affiliate's account, without justification if in violation of the agreement.
4. To modify / change / stop providing services. Affiliates / Partners will be notified of all changes. If they do not accept the changes they are in their right to withdraw from using the Performance Bay services or Platform.
5. To modify the terms of use whenever deemed necessary, by notifying these changes to affiliates and other partners in advance beforehand. If an Affiliate or a Partner does not accept the changes, they can withdraw from using the Performance Bay services or Platform.

Performance Bay has the following **obligations**:

1. To monitor and track the generated traffic, click volumes and transactions (actions, subscriptions, purchases etc.) for its partners, from within the HasOffers tracking platform.
2. To take measures to maintain functionality and accuracy of the tracking platform operation and solve errors that can occur.
3. To respond to any request or technical problem reported, and/or to re-direct those to the HasOffers support department.
4. To optimize the platform, the offers or their terms, whenever deemed necessary and mutually-beneficial.
5. To provide commissions calculations reports- each month (if requested).
6. To pay commissions to Affiliates (and/or Advertisers), if the Affiliates comply with the payment terms.

## **GOVERNING LAW**

The present Terms and Conditions are governed and drafted under the Bulgarian law.

## **FINAL PROVISIONS**

The present Terms and Conditions constitute the appendix of the agreement signed between LIBERTY DIGITAL EOOD and each Affiliate and Partner, being an integral part of its content.