

ME Network LLC – Terms of Service

Effective date: 1 November 2024

1. Acceptance of the Terms

By accessing or using the ME Network platform (the **"Service"**) you agree to be bound by these Terms of Service (**"Terms"**). If you do not accept the Terms, you may not use the Service. If you register on behalf of a company, you confirm you have authority to bind that company.

2. Definitions

- **"ME Network," "we," "us," "our"** – ME Network LLC
- **"User"** – any natural or legal person that accesses the Service.
 - **"Publisher"** – a User that promotes third-party software offers.
 - **"Brand"** – a User that lists software offers to be promoted.
- **"Affiliate Content"** – links, banners, creatives or tracking code supplied through the Service.
- **"Commission"** – remuneration payable to Publishers for valid clicks, leads or sales.

3. Eligibility

You must be at least 18 years old and able to form a binding contract. We may decline or revoke an account at our sole discretion, in particular where we reasonably believe a User's website, app or marketing practices are illegal, deceptive, or harmful.

4. Your Account

You must provide accurate registration information and keep it up-to-date. You are responsible for all activity that occurs under your credentials. Notify us immediately of any unauthorised use. We reserve the right to suspend or terminate accounts that violate these Terms.

5. Participation Rules

5.1 For Publishers

- Display Affiliate Content only on the properties you have registered and that we have approved.
- Do not engage in spam, cookie stuffing, ad-injecting, forced clicks, misleading or immoral content, or any practice that violates applicable laws or third-party rights.
- Honour any Brand-specific program terms shown in the interface.

5.2 For Brands

- Provide accurate offer descriptions, payout terms and creative materials.
- Track conversions using the methods agreed with ME Network and pay Commissions in accordance with Section 6.
- Retain sole responsibility for the compliance and legality of the

advertised software product.

6. Fees, Commissions & Payment

Unless otherwise agreed in writing:

1. **Brands** fund Commissions and any network fees in US dollars.
2. **Publishers** accrue Commissions when:
 - a tracked action is recorded by our system;
 - the Brand approves the action (or does not reject it within 30 days); and
 - the minimum payout threshold (USD 100) is reached.
3. We pay Publishers within 30 days after the end of the calendar month in which we receive cleared funds from the relevant Brand.
4. We may withhold or reverse Commissions arising from fraud, chargebacks or breach of these Terms.

7. Intellectual Property

The Service, including trademarks, software and content, is owned by ME Network or its licensors and protected by intellectual-property laws. We grant you a limited, non-exclusive, non-transferable licence to use the Service for its intended purpose. All goodwill arising from use of Affiliate Content inures to the Brand.

8. Confidentiality

Any non-public information disclosed by one party to the other (including but not limited to pricing, business metrics and technical documentation) must be kept confidential for five (5) years after disclosure and used only to perform under these Terms.

9. Prohibited Activities

You may **not**:

- violate any applicable law, regulation or industry code;
- use the Service to transmit malware or unauthorised advertising;
- attempt to interfere with the proper functioning or security of the Service;
- reverse-engineer or decompile any ME Network technology;
- represent yourself as ME Network or a Brand without permission.

10. Data Protection

Each party shall comply with all applicable data-protection laws (including the GDPR, UK-GDPR, CCPA/WCPA and any successor legislation). Additional terms governing personal-data processing are incorporated by reference in our **Data-Processing Addendum**.

11. Disclaimers

The Service is provided "**as is**" and "**as available.**" To the maximum extent

permitted by law, we disclaim all warranties, whether express, implied or statutory, including merchantability, fitness for a particular purpose and non-infringement. We do not guarantee uninterrupted or error-free operation or that tracking will capture every transaction.

12. Limitation of Liability

To the fullest extent permitted by law, ME Network will not be liable for any indirect, consequential, special or punitive damages, or for loss of profits or data, arising out of or relating to the Service. Our aggregate liability for any claim under these Terms will not exceed the total network fees you have paid (if you are a Brand) or total Commissions we have paid you (if you are a Publisher) in the 12 months preceding the event giving rise to the claim. Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud or wilful misconduct.

13. Indemnification

You agree to indemnify and hold ME Network, its officers, employees and agents harmless from any third-party claim, damage or expense (including reasonable attorneys' fees) arising out of your (i) breach of these Terms, (ii) misuse of the Service, or (iii) violation of any law or third-party right.

14. Term & Termination

These Terms begin when you accept them and continue until terminated. Either party may terminate for convenience on 30 days' written notice or immediately for material breach. Upon termination you must cease all use of Affiliate Content, remove tracking code and pay any amounts properly owed. Sections 8 to 15 survive termination.

15. Governing Law & Dispute Resolution

These Terms are governed by the laws of the State of Wyoming, USA, without regard to conflict-of-law principles. Any dispute shall be brought exclusively in the state or federal courts located in Laramie County, Wyoming, and the parties consent to personal jurisdiction there.

16. Changes to the Terms

We may update these Terms from time to time. Material changes will be posted on this page and, where appropriate, notified by e-mail or in-platform message at least 15 days before they take effect. Continued use of the Service after the effective date constitutes acceptance of the revised Terms.

17. Miscellaneous

If any provision is held unenforceable, it will be modified to the minimum extent necessary, and the remainder will remain in full force. Our failure to enforce any right is not a waiver. You may not assign your rights or obligations without our prior written consent; we may assign the Terms to an affiliate or in connection with a merger or sale.

These Terms of Service are for general guidance and do not constitute legal advice. Please consult qualified counsel to ensure they meet your specific requirements.