



577 College Ave Palo Alto, CA 94306

Last Updated: November 2023

***#InPlainEnglish:** These terms govern Duda’s affiliate program, where you can get paid for making successful referrals to Duda through the Impact affiliate platform. Your participation in the program means you agree to these terms and to Impact’s terms. Only agree if you’re authorized to do so and to bind your employer. These “#InPlainEnglish” explanations are for convenience only and are not legally binding.*

These Affiliate Marketing Program Terms (“**Affiliate Terms**”) are entered into by and between Duda, Inc. on behalf of itself and its subsidiaries (“collectively, **Duda**”) and the affiliate (“**Affiliate**” or “**you**”).

Please read these Affiliate Terms carefully before you join Duda’s affiliate program (the “**Program**”).

By signing up for the Program and completing the Application, Affiliate agrees to sign up to join the Program and Affiliate agrees that:

- A. You have read and agree to be bound by all the terms and conditions of the Affiliate Terms, including any modifications described in Section 3 “**Modifications**” below;
- B. If you are entering into these Affiliate Terms on behalf of an entity, you have the authority to bind such entity; and
- C. You have no conflict or other restriction in entering or performing this agreement or any part thereof.

These Affiliate Terms set forth the terms and conditions upon which Affiliate will refer New Customers to Duda in order to receive **Commissions**. The Program makes use of the affiliate platform (the “**Platform**”) owned and operated by Impact Tech, Inc. (“**Impact**”).

Failure to comply with any provisions of these Affiliate Terms may result in a loss and/or reduction of Commissions, and/or the immediate termination of your participation in this Program. Such decisions shall be made by Duda in Duda’s sole discretion.

The Contract Terms (as defined below) and these Affiliate Terms are collectively referred to herein as the “**Agreement**.” Duda and Affiliate are described herein individually as a “**Party**” and collectively as the “**Parties**”.

The Parties agree, for good and valuable consideration, as follows:

1. Definitions

- 1.1. “**Affiliate Materials**” means any materials used or distributed by Affiliate in connection with the Services. Affiliate Materials include, without limitation, emails, social media posts, marketing ads, images, copy, .text, .gifs, quotations and videos.

- 1.2. **"Affiliate Sites"** means any websites or platforms (including, without limitation, social media pages) owned or controlled by Affiliate.
- 1.3. **"Applicable Laws"** means any law, statute, ordinance, rule, regulation, order or determination of any governmental authority applicable to the Agreement or the Services provided hereunder, along with applicable industry standards, including, without limitation, those concerning e-mail communication, privacy, data protection and anti-corruption.
- 1.4. **"Contract Terms"** means the terms and conditions included in the Application Page or proposals sent by Impact, including details about but not limited to the (a) specific payout conditions and details; (b) schedule of action locking, invoicing and payout; (c) referrals' qualifications such as credit policy and referral window (d) conditions and limits to payouts; and (e) additional terms. Such terms may also be referred to as the Electronic Insertion Order (EIO).
- 1.5. **"Duda Marks"** means the Duda name, Duda word mark, and any other Duda graphics, logos, designs, scripts, indicia and service names.
- 1.6. **"Duda Materials"** means all materials and services available on or through the Duda Site and all materials and services provided by or on behalf of Duda, its marketing agency and its and their affiliates, subsidiaries, employees, or other commercial partners including, without limitation, the Duda Site design and layout, Links, software, images, text, Offer Codes, messages, Duda Marks and related materials, whether publicly posted or privately transmitted, and all derivative works of any of the foregoing.
- 1.7. **"Duda Platform"** means Duda's proprietary platform and related products and services designed to help Duda's customers build and manage websites and online businesses. The Duda Platform is provided through, inter alia, the website and associated domains of www.duda.com (the **"Duda Site"**).
- 1.8. **"Fraud Traffic"** means any subscription or traffic generated via the Affiliate's activity through illegal means or in bad faith or with the intent to defraud Duda, regardless of whether or not it actually causes harm to the Company. Fraud Traffic includes but is not limited to spam, false advertising, manipulation of the service, system, offers to share the Affiliate fees with users of Affiliate Sites, self-dealing (using the Program to get discounts and/or cashbacks of any sort for the Affiliate's own subscription to Duda services), and any other unauthorized use of any third party accounts, copyrights or trademarks.
- 1.9. **"Link"** or **"Links"** means the text links, graphical hypertext links and other linking code obtained from the Platform which provide direct access to the Duda Site and may be included on Affiliate Sites in accordance with the Agreement.
- 1.10. **"Malware"** means viruses, Trojan horses, worms, bots, backdoors, and/or other computer programming routines that may potentially damage, interfere with,



- intercept, disable, deactivate, or expropriate any Personal Information or Duda Platform software, data or other Duda intellectual property.
- 1.11. **“New Customer”** means a user who has purchased a paid subscription to a paid Duda plan category (**“Plan Category”**) for the first time. New Customers do not include customers purchasing renewals, upgrades or second purchases.
 - 1.12. **“Offer Code”** means a discount offer code obtained from the Platform or directly from Duda which may be used by customers on the Duda Site and may be included on Affiliate Sites in accordance with the Agreement.
 - 1.13. **“Personal Information”** means any information that: (a) can be used to identify, contact or locate a specific individual; (b) can be used in conjunction with other personal or identifying information to identify, contact or locate a specific individual, including, for example, a persistent identifier, such as a customer number held in a “cookie” or processor serial number; or (c) is defined as “personal information” or “personal data” by laws relating to the collection, use, storage and/or disclosure of information about an identifiable individual.
 - 1.14. **“Services”** The use, promotion and publication of Duda Materials (including Links and Offer Codes) on Affiliate Sites, subject to the terms and conditions of these Affiliate Terms.

2. Program Details

***#InPlainEnglish:** To become an Affiliate, apply on Duda’s website. If accepted, we’ll let you know in writing and you will be able to register additional Affiliate Sites via email. We can reject your application or any sites for any reason. If rejected, you may reapply after 6 months. Affiliates may access tracking links and offer codes through Impact’s platform, and you can’t make any changes to either. Duda isn’t responsible for accurate tracking.*

- 2.1. Enrollment. Affiliate must submit a complete application (**“Application”**) via the Duda Site sign up page (**“Application Page”**). Affiliate must provide full, true, and accurate information in the Application. Duda will review Affiliate’s Application, including the Affiliate Sites, and notify you of your acceptance or rejection. Duda reserves the right to accept or reject any application in its sole discretion, and isn’t required to provide any explanation for its decisions. Unless you have received a clear written notice from Duda confirming your participation in the Program, you shall not be deemed to be part of the Program.
- 2.2. Affiliate Sites Domains. Affiliate may email Duda at partnerships@duda.co to apply for registration of additional Affiliate Sites. Duda can accept or reject such sites at Duda’s sole discretion.



- 2.3. Communication. If accepted to the Program, Affiliate hereby agrees that Duda has the right to review and monitor the Affiliate Sites at Duda's discretion to verify compliance with this Agreement.
- 2.4. Links. Upon acceptance into the Program, tracking links will be made available to Affiliate through the Platform. Affiliate agrees: (a) to only use Links obtained from the Platform; and (b) not to manipulate, alter or otherwise modify any Links (including, without limitation, any linking code). Affiliate understands and agrees that referrals must click the Links in order to be tracked and attributed to Affiliate. Duda makes no guarantee for the accuracy of tracking and attribution.
- 2.5. Offer Codes. Upon acceptance into the Program, Offer Codes may be made available to Affiliate through the Platform or directly through Duda. Affiliate agrees:
 - 2.5.1. to only use Offer Codes obtained from the Platform or Duda;
 - 2.5.2. not to post any information about how to work around the requirements of the Offer Code (e.g., New Customers only); and
 - 2.5.3. not to advertise Offer Codes obtained outside of the Platform or Duda.
- 2.6. Rejection. If Affiliate's Application has been rejected, Affiliate may apply again after a period of six (6) months from the date of rejection, unless otherwise stated by Duda.

3. Modifications

***#InPlainEnglish:** Duda may make changes to the Program or the terms by providing notice to you. If you don't agree with the changes, you must stop participating in the program.*

- 3.1. The Program, including these Affiliate Terms and the Contract Terms (including those on the Application Page), may be altered, modified or changed by Duda, from time to time, at Duda's discretion, after providing Affiliate with notice.
- 3.2. Duda will notify Affiliate of such change to the Program at least three (3) Business Days before such modification. "**Business Days**" means Monday through Friday, except for holidays observed by Duda. Any of the following methods of notice ("**Change Notice**") is considered sufficient notice to Affiliate of a modification to the Program or the Agreement:
 - 3.2.1. Email notification to the email address listed in Affiliate's Platform Profile;
 - 3.2.2. Communication via the Impact Platform; or
 - 3.2.3. Notification on Duda's website of a change notice of the Agreement.
- 3.3. The changes will be effective three (3) Business Days after the Change Notice is provided (unless Duda provides a longer notice period).



- 3.4. If any modification is unacceptable to Affiliate, Affiliate's sole recourse shall be to terminate the Agreement prior to the date when the change is to take effect. Affiliate's continued participation in the Program following posting of a Change Notice will constitute binding acceptance of such change.
- 3.5. Commissions earned from Attributable Subscribers prior to such modification will be paid according to the conditions in effect prior to such changes.
- 3.6. Changes to Duda Services. Duda may change the pricing of Duda's services, policies and operating procedures at any time consistent with Applicable Laws. If such changes affect items that Affiliate already has presented on the Affiliate Sites, Affiliate Materials or any other information provided by Affiliate to third parties in respect with this Agreement and its participation in the Program, Affiliate must track such changes and reflect them in the Affiliate Site, in any other relevant Affiliate Materials, and any relevant information provided to third parties.

4. Affiliate Sites and Affiliate Material

#InPlainEnglish: Duda approves only the sites in your Application and you can apply for additional sites, including social media sites, that we can approve or reject for any reason. Your posts and marketing campaigns must comply with all laws and may not imply that they come from us.

- 4.1. Approve All Domains. Affiliate must request explicit approval to utilize any Affiliate Site domains in its performance of the Services, and before adding these Affiliate Site domains through the Affiliate's Impact platform account settings. Any consideration and approval shall be at Duda's sole discretion. To be clear, acceptance into the Program means the approval of the Affiliate Site domains included in the Application.
- 4.2. Social Media Affiliate Sites. Affiliate Sites may include Affiliate's social media pages on Facebook, Twitter, Instagram, Pinterest or other social media platforms, provided that Affiliate must comply with this Section 4 and the rest of the Agreement. Affiliate may promote Offer Codes or include Links to its followers on its social media pages. However, Affiliate may not: (a) post Links or Offer Codes on Duda's social media pages; (b) run paid social advertisements or otherwise "boost" or promote its social media posts using the Duda Materials or Duda Marks; and (c) create a social media account on any social media platform that includes the Duda Materials or Duda Marks in the page name and/or username.
- 4.3. Email Marketing and Push Notifications Affiliate Sites. Affiliate Sites may include Affiliate's email marketing campaigns, push notifications marketing and all other



marketing communications as regulated by Applicable Laws, provided that Affiliate shall be solely responsible for all aspects of the emails, push notifications and other communications, including ensuring that the emails, push notifications or other communications comply with all Applicable Laws. All emails, push notifications or other communications must be sent by Affiliate and may not state, imply or otherwise give the appearance that the email, push notification or other communication is being sent by or on behalf of Duda.

- 4.4. Prior Approval Required for Printed Materials. Affiliate may not create, publish, distribute, print or otherwise publicly release any tangible printed Affiliate Materials which include the Duda Materials or Duda Marks without the prior written approval of Duda.

5. Term and Termination

#InPlainEnglish: This Agreement starts when you join the Program or accept our contract. Either of us can terminate this agreement at any time with three days written notice. We can terminate this agreement immediately if you breach the agreement.

- 5.1. Term and Termination. The Agreement shall be effective as of the date Affiliate's Application is accepted by Duda to join the Program or accepts a contract proposed by Duda, and shall remain in effect until terminated: (a) by either Party upon three (3) days' prior written notice to the other Party; or (b) as otherwise set forth herein. Duda may terminate the Agreement immediately in the event that Affiliate materially breaches the Agreement.
- 5.2. Inactivity. If Affiliate's services have not produced any clicks for a period of six (6) months, Duda may, at Duda's sole discretion, notify the Affiliate and/or terminate the Affiliate's participation in the Program.
- 5.3. Affiliate's Material Breach. In the event the Agreement is terminated by Duda due to Affiliate's material breach, Duda may determine, at Duda's discretion, that Affiliate will no longer be eligible to receive payment for otherwise Attributable Subscribers.
- 5.4. Termination Obligations. Upon termination of the Agreement for breach or otherwise, Affiliate shall immediately: (i) cease all use of Duda Materials; and (ii) cease publishing all Links and Offer Codes. Upon termination, Affiliate shall be paid any undisputed, outstanding Commissions within 20 days of the end of the appropriate Action Lock Period.

6. Licenses

#InPlainEnglish: We own our materials and we're giving you a limited license to use the materials to perform the Services on approved affiliate sites, only.



- 6.1. Limited License. Subject to the terms of the Agreement, Duda grants Affiliate a limited, revocable, non-exclusive, non-sublicensable (except to sub-affiliates solely as permitted hereunder), non-transferable, worldwide, license to use, copy, publish and display the Duda Materials provided through the Impact platform or as otherwise explicitly approved by Duda in writing, during the term of the Agreement, solely to the extent necessary to perform the Services. Affiliate shall not, and shall not permit any third party to, modify, reverse engineer, recompile, or reverse assemble the Duda Materials. You agree that all uses of the Duda Materials will be on behalf of Duda and the goodwill associated with it will inure to the sole benefit of Duda.
- 6.2. Trademark License and Usage Guidelines. Use of Duda Materials and Duda Marks shall at all times be subject to compliance with all limitations set in this Agreement and [Duda's Trademark and Usage Guidelines](#), which may be updated or revised from time to time.
- 6.3. Affiliate may not use the Duda Materials or Duda Marks in a manner that, in Duda's sole discretion, is disparaging or otherwise portrays Duda in a negative light.
- 6.4. Reservation of Rights. Subject to the license granted to Affiliate herein, Duda shall retain all rights, title and interests in and to the Duda Materials and Duda Marks. Affiliate shall not acquire any rights to either the Duda Materials or Duda Marks by implication, estoppel or otherwise.

7. Sub-Affiliate Networks

***#InPlainEnglish:** We must approve any of your sub affiliates in writing. You are responsible for any actions of your sub affiliates, including compliance with these terms.*

Sub-Affiliate Networks. Sub-affiliate networks are only permitted with written pre-approval from Duda prior to engaging any sub-affiliates to perform the Services. If approved, Affiliates are permitted to act as sub-affiliate networks provided that: (a) Affiliates shall be responsible for all its sub-affiliates; (b) Affiliates must require all its sub-affiliates to contractually agree to comply with all provisions of these Affiliate Terms; (c) Affiliates must receive prior written approval from Duda before engaging any sub-affiliate to perform Offer Code-related Services; and (d) sub-affiliate network Affiliates must provide, upon Duda's request, reporting data for each sub-affiliate. Duda may, at Duda's sole discretion, require Affiliate to cease engaging any sub-affiliate via written notification and Affiliate shall immediately comply. Duda shall not be required to provide an explanation for such request.



8. Advertising Guidelines

#InPlainEnglish: You should exclude Duda trademarks/logos and associated misspelled words in any PPC campaigns or internet searches. Any use of the Duda marks must comply with law and can't reflect poorly on us.

- 8.1. PPC Campaign guidelines. Affiliates may not: (a) bid on any of Duda Marks (including, without limitation, any variations or misspellings thereof) for search or content-based campaigns on Google, MSN, Yahoo, Bing, Facebook, any other pay-per-click advertising network, together with any mobile platforms for any of the foregoing (collectively, **"Affiliate PPC Campaigns"**); (b) use the Duda Marks in sequence with any other keyword (i.e. **"Duda Offer Codes"**) in Affiliate PPC Campaigns; (c) use the Duda Marks in your ad title, ad copy, display name or as the display URL in Affiliate PPC Campaigns; (d) direct link to the Duda Site from Affiliate PPC Campaigns or use redirects that yield the same result (Affiliate PPC Campaigns links must be directed to an actual page on the Affiliate Site); and (e) use the Duda Marks or any misspellings of Duda Marks to redirect traffic through an Internet Service Provider to the Affiliate Site or a page on the Duda Site. If Affiliate automates its Affiliate PPC Campaigns, Affiliate is solely responsible for complying with the foregoing. **Duda recommends you add the Duda Marks as negative keywords in your Affiliate PPC Campaigns.**
- 8.2. Affiliate may not advertise using the Duda Materials and Duda Marks in a manner that, in Duda's sole discretion, is disparaging or otherwise portrays Duda in a negative light. Duda may at any time, without prior notice, require the Affiliate to remove or modify such ads, in Duda's sole discretion.
- 8.3. Advertising Responsibility. Affiliate will be solely responsible for the content and manner of its marketing activities. all marketing activities must be professional, proper and lawful under applicable rules or laws.

9. Affiliate Materials

#InPlainEnglish: Your endorsements must be true, can't make us look bad, and must comply with all laws, including these [FTC Guidelines](#) that outline your disclosure obligations. It's your responsibility to ensure that endorsements comply with all laws and regulations.

- 9.1. Endorsement Rules. Affiliate Materials must comply with all Applicable Laws concerning endorsements (including the FTC Endorsement Guides). Affiliate Materials must reflect Affiliate's honest opinions, findings, beliefs, or experiences



with Duda and the Duda Platform, and may not contain any statements or representations about Duda or the Duda Platform that are not true, are deceptive, are disparaging, or otherwise portray Duda in a negative light.

- 9.2. Disclosure of Sponsorship. Affiliate Materials must comply with all Applicable Laws concerning sponsored content, including any FTC disclosure requirements regarding social media and native advertising. Affiliate shall include in its Affiliate Site, in a prominent and easily accessible place, a disclosure conveying that Affiliate participates in Affiliation programs which may reward Affiliate with monetary compensation in connection with referral of Site visitors to advertisers and other third parties. Such disclosure shall be in compliance with all applicable laws, rules and regulations.
- 9.3. For purposes of clarity, Affiliate acknowledges and accepts that compliance with this section 9 is Affiliate's sole responsibility and Duda shall not be liable for Affiliate's failure to comply with this Section 9.

10. Restrictions; Prohibited Behavior

#InPlainEnglish: You're responsible for ensuring that your posts are free of malware, in good taste, comply with all laws and are not misleading. You won't use prohibited technological "tricks" to drive traffic. Your activity may not imply that Duda endorses your services. If you use sub affiliates, you're responsible for their compliance with these requirements.

- 10.1. Restrictions. Affiliate Sites and Affiliate Materials: are and will be free of Malware; and may not, in the sole reasonable opinion of Duda, contain any content which:
 - 10.1.1.1. involves, facilitates, advocates or promotes one or more of the following: (A) discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability; (B) libel, defamation, obscenity, or pornography; (C) deceptive, misleading or fraudulent advertising or related content; (D) the use or sale of weapons or illegal substances, or the provision of illegal services; (E) gambling services, including, without limitation, any online casino, sports betting or poker; (F) illegal schemes, promotions, and contests; (G) investment advice or opportunities not permitted by Applicable Laws; (H) software piracy, hacking or illegal downloads of any kind; (I) spam, payola or other content that violates Applicable Laws or best practices relating to consumer protection; (J) offers that include or require downloads of spyware or other Malware; or



(K) any other potentially fraudulent or misleading content, including, without limitation, offers that fail to provide a user with promised products or discounts; (c) will not infringe upon or misappropriate the intellectual property, privacy, publicity or other rights of any third party; (d) shall comply with all Applicable Laws; and (e) will not contain software or use technology that attempts to intercept, divert or redirect Internet traffic to or from any other website, or that potentially enables the diversion of commissions from another affiliate (including, without limitation, toolbars, browser plug-ins, extensions or add-ons).

- 10.2. Prohibited Behavior. Affiliate may use and publish the Duda Materials solely in the form provided by Duda, solely as specifically approved by Duda. Affiliate shall not and shall not cause or permit any third party (including, without limitation, any sub-affiliates) to:
- 10.2.1. register any domain names which include the Duda Marks;
 - 10.2.2. create or publish any Affiliate Sites (or pages or posts therein) which in any way copy, resemble or mirror the look and feel of the Duda Site;
 - 10.2.3. use any means to create the impression that Affiliate Sites are the Duda Site or any part of the Duda Site;
 - 10.2.4. engage in cookie stuffing or include pop-ups, false or misleading links on Affiliate Sites;
 - 10.2.5. mask, obscure or otherwise deidentify the referring URL information (i.e. the page from where a click originates);
 - 10.2.6. use redirects to hide or manipulate the original source;
 - 10.2.7. use redirects to bounce a click off of a domain from which the click did not originate in order to give the appearance that it came from such domain;
 - 10.2.8. intersperse any content or enable any additional pop-up between a Link and the Duda Site;
 - 10.2.9. directly or indirectly access, launch, and/or activate Links through or from, or otherwise incorporate Links in, any software application, website, or other means except as expressly authorized by Duda;
 - 10.2.10. “crawl”, “spider”, index or in any non-transitory manner store or cache information obtained from any Links, or any part, copy, or derivative thereto;
 - 10.2.11. engage in any action or practice that reflects poorly on Duda, or otherwise disparages or devalues Duda’s or its customers’ reputation or goodwill; or
 - 10.2.12. reverse engineer, recompile or reverse assemble the Duda Materials.
- 10.3. Communications. Affiliate will communicate regularly with Duda and will respond to any requests from Duda or its marketing agency for clarification or more

information on any subscriptions or clicks which Duda suspects may be in violation of these Affiliate Terms in a timely and honest manner. Affiliate agrees to retain documentation and records sufficient to enable Affiliate to substantiate or validate the source of any traffic with clear and demonstrable proof.

11. Commissions

***#InPlainEnglish:** You're eligible for commissions for new subscribers who become paid Duda subscribers after visiting a referral link on one of your sites. These subscribers must sign up for a trial within 30 days of visiting your link, become a paying subscriber within 30 days after starting the trial, then remain as such for a period of at least 33 days. Many of these details are in the Contract Terms or on Duda's Application Page (unless your payout details were agreed to elsewhere). Those payout details control over these terms when it comes to commission and provide some payment details.*

- 11.1. Attributable Subscribers. An **"Attributable Subscriber"** shall be any New Customer who:
 - 11.1.1. arrives on the Duda Site via a Link (the date of such arrival, the **"Landing Date"**);
 - 11.1.2. has not visited the Duda Site after the Landing Date from any other affiliates in the Program if the credit policy is "Last Click", or has not visited the Duda site before the Landing Date from any other affiliates in the Program if the credit policy is "First Click";
 - 11.1.3. signs up to a trial within thirty (30) days after the Landing Date and becomes a paying subscriber within thirty (30) days after signing up to a trial (the month of such subscription action in Pacific Time, the **"Link Start Month"**); and
 - 11.1.4. remains in good standing as a Duda subscriber for at least thirty-three (33) days following the Link Start Month, the **"Action Lock Period."**
- 11.2. If the Affiliate is a current paying Duda Customer, New Customers must sign up to the Agency or White Label plan above in order for such Affiliate to receive Commissions.
- 11.3. In the event the time periods set in the foregoing are different than those designated on the Contract Terms, including the Application Page (e.g. Referral Windows of the respective Trial and Paid Customer events, as defined on the Application Page) or the proposal offered by Duda, such time periods shall prevail over the time periods described here.



- 11.4. Commissions. Affiliate shall be paid Commissions for Attributable Subscribers by Duda via the Impact Platform in accordance with the payment terms in the Contract Terms ("**Commissions**"). Unless otherwise stated in the Contract Terms, the Commissions shall be calculated out of Duda's net revenues from Affiliate's Attributable Subscribers, which means revenues, minus taxes, chargebacks, cancellations, bad debt, and any other cost required to secure Attributable Subscriber's payment Duda shall deem fit to reduce from revenues.
- 11.5. If Affiliate breaches the Agreement or otherwise engages in any behavior which Duda deems improper, in each case as determined by Duda in its sole discretion, Affiliate will not receive any Commissions. Alternatively, in the event of breach, improper behavior, or overpayment by Duda to Affiliate, Duda may, at Duda's discretion, cancel, reduce, or reverse Commissions, modify the payment terms on the Contract Terms or suspend you from the Program. Duda is entitled to grant additional rewards to any of its affiliates at Duda's sole discretion.
- 11.6. Non-Qualifying Subscribers. Affiliate acknowledges that no Commissions will be paid to Affiliate for: (a) any subscribers who Duda is unable to attribute to Affiliate; (b) a subscriber via a Link who visited the Duda Site later than the Landing Date from an affiliate source other than Affiliate Sites; (c) Fraud Traffic; or (d) any subscribers who otherwise do not qualify as an Attributable Subscriber. For purposes of clarity, Affiliate may not earn Commission through this Program if they earn a similar payment for the same Attributable Subscriber through a different Duda program such as the Duda Referral Program.
- 11.7. Plan Changes. If an Attributable Subscriber moves to a cheaper Plan Category before the end of the Action Lock Period, Duda shall pay Affiliate according to the Plan Category to which the Attributable Subscriber is subscribed at the end of the Action Lock Period.
- 11.8. Taxes. Affiliate shall bear all taxes and expenses relating to the payment of commissions to Affiliate or applicable to the conduct of Affiliate's business, including any fees which may be incurred by Affiliate's bank. It is agreed that the Commissions are inclusive of any and all taxes applicable by any law including VAT.
- 11.9. Payment. It is Affiliate's complete responsibility to accurately complete your account setup with your payment details as required on the Impact platform in order to receive Commissions. Under no circumstances shall Duda be responsible in any way for Affiliate's delayed payments nor any consequences of such delays due to incomplete or inaccurate payment details, and you agree you shall have no claim of any sort towards Duda for such delays and/or consequences.

12. Confidentiality; No Publicity

#InPlainEnglish: We agree to keep each other's confidential information confidential and return or destroy it after our work together ends. Confidential information includes the details of this agreement.

- 12.1. Confidentiality. The term “**Confidential Information**” means all trade secrets, know-how, methods, software and other financial, business, regulatory or technical information disclosed by or for a Party in relation to the Agreement that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential. Confidential Information includes the Agreement, the terms and conditions of the Agreement, and information exchanged in the course of negotiating the Agreement. Confidential Information does not include any information that: (a) was rightfully known to the receiving Party without restriction before receipt from the disclosing Party; (b) is rightfully disclosed to the receiving Party without restriction by a third party; (c) is or becomes generally known to the public without violation of the Agreement by the receiving Party; or (d) is independently developed by the receiving Party or its employees without access to or reliance on such information.
- 12.2. Confidentiality Obligations. Except for the specific rights granted by the Agreement, the receiving Party shall not possess, access, use or disclose any of the disclosing Party’s Confidential Information without the disclosing Party’s prior written consent, and shall use reasonable care to protect the disclosing Party’s Confidential Information. Each Party shall be responsible for any breach of this Section 12 (“Confidentiality”) by its employees and contractors. Promptly after any termination of the Agreement (or at the disclosing Party’s request at any other time), the receiving Party shall return to the disclosing Party all Confidential Information.
- 12.3. No Publicity. Except as otherwise set forth herein, neither Party will issue or make, directly or indirectly, any press releases or other announcement or disclosures relating to the Agreement or the underlying transaction(s) between Duda and Affiliate without the prior written approval of the other Party, which such approval may be withheld by such other Party in its sole discretion.

13. Representations and Warranties; Disclaimers

#InPlainEnglish: We both agree that we’re authorized to enter into this agreement and we don’t infringe on third party IP. You agree that you won’t delete or modify the links, offer codes and other materials we provide you. You agree that you own all the sites you submit for registration



and that you comply with all laws. We don't make any warranties beyond what's explicitly stated here.

- 13.1. Affiliate Representations and Warranties. Affiliate represents and warrants that:
 - 13.1.1. it has all necessary right, power and authority to enter into and perform the Agreement;
 - 13.1.2. it will not add to, delete from or modify any Duda Materials except as expressly permitted under the Agreement;
 - 13.1.3. it is the owner of each Affiliate Site in which it displays Duda Materials, or it is legally authorized to act on behalf of the owner of each Affiliate Site in which it displays Duda Materials; and
 - 13.1.4. Affiliate Sites, Affiliate Materials and Affiliate's performance under the Agreement: (i) do and will comply with all Applicable Laws; and (ii) do not and will not infringe or misappropriate the intellectual property, privacy, publicity or other rights of any third party.
- 13.2. Duda Representations and Warranties. Duda represents and warrants that:
 - 13.2.1. it has all necessary right, power and authority to enter into and perform the Agreement;
 - 13.2.2. its performance under the Agreement does not and will not violate or cause a breach of the terms of any other agreement to which it is a party; and
 - 13.2.3. the Duda Materials will not infringe or misappropriate the intellectual property rights of any third party.
- 13.3. DISCLAIMER. EXCEPT AS OTHERWISE SET FORTH IN SECTION 13.3, THE DUDA MATERIALS (INCLUDING DUDA MARKS, LINKS AND OFFER CODES) AND ALL RELATED INFORMATION, MATERIALS, SERVICES AND TECHNOLOGY PROVIDED OR MADE AVAILABLE BY OR ON BEHALF OF DUDA HEREUNDER ARE PROVIDED AND MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING, DUDA MAKES NO WARRANTY THAT: (A) IT WILL CONTINUE TO OPERATE THE DUDA SITE, OFFER THE DUDA MATERIALS IN THEIR CURRENT FORM OR MAINTAIN THE DUDA MARKS; (B) THE DUDA SITE WILL BE ACCESSIBLE WITHOUT INTERRUPTION; OR (C) THE DUDA MATERIALS ARE OR WILL BE FREE FROM ERRORS, DEFECTS OR DESIGN FLAWS. FURTHER, DUDA MAKES NO REPRESENTATIONS REGARDING THE VOLUME OF COMMISSIONS OR ATTRIBUTABLE SUBSCRIBERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DUDA DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING,



WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Indemnification

#InPlainEnglish: If a third party makes a claim against Duda for actions that you're responsible for, such as your obligations to comply with these terms, maintain confidentiality, or comply with laws, you will step into our shoes and defend us at your expense.

- 14.1. Affiliate shall defend, indemnify and hold harmless Duda, and their officers, directors, employees, agents, representatives and personnel ("**Duda Indemnitees**") from and against any and all third party claims, demands, judgments, liabilities, losses, and causes of action of any third parties, and any costs (including reasonable attorneys' fees) associated therewith, to the extent arising out of or related to:
 - 14.1.1. the gross negligence or willful misconduct of Affiliate or its employees or agents (including, without limitation, any sub affiliates);
 - 14.1.2. any breach by Affiliate of these Affiliate Terms (including, without limitation, Affiliate's representations, warranties or confidentiality obligations hereunder); or
 - 14.1.3. any claim that any Affiliate Sites or Affiliate Materials infringe or misappropriate the intellectual property, privacy, publicity or other rights of any third party (collectively "**Indemnified Claim(s)**").
- 14.2. Duda will (at Affiliate's sole expense) reasonably cooperate to facilitate the settlement or defense of such Indemnified Claim. Affiliate is solely responsible for defending any Indemnified Claim against a Duda Indemnitee, subject to such Duda Indemnitee's right to participate with counsel of its own choosing at its own expense, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from all Indemnified Claims against a Duda Indemnitee; provided however, that Affiliate will not agree to any settlement that imposes any obligation or liability on a Duda Indemnitee without such Duda Indemnitee's prior express written consent.



15. Limitation of Liability

#InPlainEnglish: We both limit our liability so we don't sign up for unlimited risk. The limitation doesn't apply if either of us breaches confidentiality, or your responsibility for the content on your sites.

- 15.1. EXCEPT FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, AFFILIATE'S INDEMNIFICATION OBLIGATIONS HEREUNDER AND AFFILIATE'S INFRINGEMENT OR MISAPPROPRIATION OF DUDA'S INTELLECTUAL PROPERTY RIGHTS:
 - 15.1.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT; AND
 - 15.1.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN AN AMOUNT THAT EXCEEDS THE TOTAL FEES RECEIVED BY AFFILIATE UNDER THE AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH CLAIM.

16. Notices

Any notices sent pursuant to these Affiliate terms shall be sent my email: to Affiliate at the contact email address listed in Affiliate's Platform profile; and to Duda at partnerships@duda.co with a copy to affiliates@duda.co.

17. Independent Contractors

#InPlainEnglish: We are independent contractors only.

The Parties are independent contractors. Nothing contained in these Affiliate Terms will be construed as creating any agency, partnership, or other form of join enterprise between the Parties, and neither Party may create any obligations or responsibilities on behalf of the other Party.

18. Governing Law

#InPlainEnglish: This agreement is based on CA law and any disputes will be settled here.



This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws provisions thereof; and exclusive jurisdiction and venue for any action arising under the Agreement shall be in the federal and state courts located in the county of Santa Clara, and both Parties hereby consent to such jurisdiction and venue for this purpose.

19. General

***#InPlainEnglish:** You can't assign this agreement without our permission. If we don't enforce an obligation at a particular time, either party can still enforce that obligation later. If any of these clauses is invalid, that doesn't invalidate the entire contract. Certain obligations, like confidentiality, survive termination of this contract. These terms and Impact's terms constitute the final contract. The "#InPlainEnglish" explanations are not considered part of the contract.*

- 19.1. Assignment and Subcontracting. Affiliate may not assign the Agreement, in whole or in part, or any of its rights and obligations hereunder, without the prior written consent of Duda. Duda may freely subcontract any of its rights or obligations under this Agreement, including, without limitation, to its marketing agency.
- 19.2. No Waiver. The failure of either Party to insist upon strict performance of any of the provisions contained in the Agreement shall not constitute a waiver of any rights contained herein, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party of any of the terms or conditions in the Agreement.
- 19.3. Severability. In the event that any provision of the Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.
- 19.4. Survival. Any provision of the Agreement that contemplates performance or observance subsequent to termination or expiration of the Agreement (including, without limitation, confidentiality, limitation of liability and indemnification) will survive termination or expiration of the Agreement and continue in full force and effect thereafter.
- 19.5. Merger; Modifications. The Agreement, including the Contract Terms and these Affiliate Terms, represents the entire agreement and supersedes all previous agreements and understandings between the Parties relating to the subject matter hereof.
- 19.6. Any explanation or summary under the "#InPlainEnglish" heading is provided for convenience, and in no way defines any section or legally binds either party.
- 19.7. Use of Duda. Any use by Affiliate or its employees or agents of the Duda Platform, the Duda Site and/or any Duda APIs, API SDKs and other developer



tools and documentation will at all times be in compliance with the Duda Terms of Service and the Developer Terms of Use posted on the Duda Site.

