



Last Updated: August 12, 2022

Publisher Partner Agreement

This Publisher Partner Agreement, together with applicable Schedules (the “Agreement”) is by and between Publisher Partner (or “You”) and Supplier. BY PARTICIPATING AS A POLARIS ADVENTURES AFFILIATE, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

General Terms

Nature of the Partnership Affiliates/Advertisers are independent contractors, not employees of Polaris Adventures.

Acceptance into the Program

Affiliates/Advertisers are required to fill out an application providing name, email address, audience size, personal interest to our brand and offerings, website and/or social handles. You should be notified of your pending application status within 7 days’ time. By which you will receive an email notifying you of your acceptance into the program.

Currency Financial transactions covered by this insertion order will be processed in the USD currency. Currency exchanges will occur when you or your partner(s) have set a different default currency in account settings.

Invoicing Actions are invoiced on the 8th of the month after they lock.

Payout Scheduling Approved transaction are paid after the end of the month.

Referral Window Allow referrals from clicks withing 90-day(s) Referrals from impressions are not allowed.

Commission 20% Commission of the first month’s plan is earned after the member completes membership transaction. As well as 1% for every month thereafter for each month for the first year they are active in the membership program.



Change Notification Period

The insertion order can be changed or cancelled with 0-day(s) notification to the media partner.

Reversal Policy

Reversal of performance advertising actions are decided by the Advertiser governed by a max reversal percentage of 100%

Media Partner Tracking Pixel

Advertiser does NOT allow media partner to fire their tracking pixel when the consumer action is completed

1.1 Affiliate. To participate as a Publisher Partner, You must:

- a. be either a legal entity or an individual 18 years or older; and
- b. your activity on the Network must comply at all times with applicable federal, state, local and foreign laws, ordinances, rules, regulations, and Network Policies, including applicable Data Protection Laws.

1.2 Affiliate Restrictions.

- a. Business Use Only. THE AFFILIATE NETWORK AND AFFILIATE NETWORK PLATFORM ARE MADE AVAILABLE TO YOU FOR THE SOLE PURPOSE OF FACILITATING BUSINESS TRANSACTIONS AS PERMITTED UNDER THIS AGREEMENT. YOU MAY ONLY USE THE AFFILIATE NETWORK AND AFFILIATE NETWORK PLATFORM TO CONDUCT BUSINESS ACTIVITY AND NOT AS A CONSUMER.
- b. User-requested Benefit. The digital property on which You include our Qualifying Links provides users with a user-requested benefit.
- c. Not a Provider of Goods and Services. Your participation on the Affiliate Network, use of the Affiliate Network Platform, and receipt of payments as a Publisher Partner of the Network is not an inducement for, or solicitation of You to provide any products or services to Supplier. You are not and will not be deemed to be a vendor, supplier or provider of goods or services to Supplier.



d. Prohibited Activities. As a Publisher Partner on the Affiliate Network, You will not, and will not knowingly permit other persons to, engage in any fraudulent, abusive or illegal activity in connection with Your participation in the Affiliate Network, or any program offered through the Network or use of any functions on the Network Platform.

2.2 Supplier Tools. Polaris Adventures will provide You with certain tools, including Qualifying Links, that will measure Your performance on the Network. You agree to implement, operate, maintain and update the Supplier Tools in accordance with Supplier's instruction. Failure to do so may negatively impact Tracked Activities and/or commissions. You may not create Your own Qualifying Links without the express written authorization of Advertiser or Supplier.

a. Valid Referrals Only. You may not, nor knowingly permit any person to, use Supplier Tools to inflate the amount of any Tracked Activities.

b. No Spam. You may not use any Qualifying Links in any electronic message without the express written authorization of Advertiser or Supplier. If so permitted, Your electronic messages: (i) must comply in all respects with this Agreement, the Advertiser's terms and conditions, and any applicable laws regarding the delivery of unsolicited electronic communications, also known as SPAM; and (ii) must not identify Advertiser or Supplier as a sender or sponsor of such electronic message without the express written authorization of Advertiser or Supplier.

c. Distribution of Qualifying Links. If You distribute Qualifying Links on sites other than those controlled by You, You agree: (i) that, upon written request of Supplier, You will provide Supplier with a list of sites where Qualifying Links have been distributed, (ii) to provide prompt and reasonable cooperation to Supplier in responding to any issues raised by Advertiser regarding the distribution of Qualifying Links; and (iii) cease further distribution of such Qualifying Links if so required by Supplier or Advertiser. Supplier reserves the right to prohibit You from distributing Qualifying Links to and from displaying Qualifying Links on third party sites.

d. Termination of Qualifying Links. Polaris Adventures may terminate the Qualifying Links associated with an Engagement at any time. If such links are terminated, You must promptly remove such Qualifying Links upon written notice from Polaris Adventures. Should You fail to promptly terminate such links, Polaris Adventures may redirect such links in its sole discretion without compensation to You.

2.3 Reports. As a Publisher Partner, You will have access to features of the Network and Network Platform, including reports on Tracked Activities and commissions. To prepare such reports, Supplier relies on data provided or made available by Advertisers. Supplier is



not obligated to confirm and does not warrant or guarantee the accuracy or completeness of any data provided by Advertisers.

3.1 Polaris Adventures Responsibility. Except for Direct Engagements, Polaris Adventures is solely responsible for payments to You in accordance with the terms of the applicable Engagement.

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a. Errors. If You believe that Your reports contain an error, You must notify Advertiser (with a copy to Supplier) or Supplier directly in the case of a Direct Engagement, of such error within ten (10) days after the end after the completion of the monthly service period (or within such period otherwise agreed to by You as part of an Engagement), or the report will be deemed accepted by You.

b. Adjustments. Supplier reserves the right to revise any report at anytime if, in Supplier or Advertiser's determination, such report contains an error or otherwise requires adjustment. Any such revision may affect the number of commissions correlating to the Tracked Activities

c. Notice of Errors. Supplier will notify You of reporting errors using the contact information that You provided in the Network Platform. You will have ten (10) days after the posting of such correction or adjustment (or within such period otherwise agreed to by You as part of an Engagement) to notify Advertiser (with a copy to Supplier) of errors in a corrected or adjusted report.

d. Resolution of Discrepancies. Any dispute between You and Advertiser regarding errors reported by You must be resolved by You directly with Advertisers, except disputes in Direct Engagements which will be resolved between You and Supplier. In the event of discrepancies arising out of different measurement sources (including Your or a third party's measurements), Supplier's reports will control, including with respect to the commissions due to You.

4.1 Taxes. You are responsible for determining the applicability of certain tax laws depending on the location of your operations, the scope of your activity, and other applicable criteria. You agree to comply with all applicable tax laws, and You agree that You are solely responsible for any tax obligations, including reporting, arising from or in connection with any compensation earned by You as a result of Your participation in the Network or an Engagement. You agree that Supplier is authorized, on a limited basis, to invoice and collect in Your name and on Your behalf, the compensation due to You pursuant to this Agreement or Engagements with any Advertisers. You will cooperate with Supplier and provide the necessary financial and tax information, including Value Added



Tax (VAT) and company registration numbers and the like, to facilitate this invoicing and collection activity. You acknowledge that You have access to copies of all invoices issued by Supplier in Your name and on Your behalf. You may raise any objections to the content of the invoices issued in Your name and on Your behalf with Supplier within ten (10) days after the date of issue of the invoice. You acknowledge and agree that You retain full responsibility for:

- (a) fulfilling Your obligations with respect to VAT or other taxation on the rendering of services, if applicable;
- (b) paying the VAT or other taxation on the rendering of services, if applicable, on the commissions collected and paid to You by Supplier on Your behalf;
- (c) immediately reviewing all invoices and requesting copies of any reports or invoices not received from Supplier;
- (d) advising Supplier of any changes to Your company's tax identification information; and
- (e) otherwise complying with all applicable tax laws, rules and regulations. In the event there are any joint tax law responsibilities that is potentially attributable to the Supplier, the Publisher shall take all acts necessary to comply with the joint responsibilities and shall also hold the Supplier harmless.

5.1 Data Ownership. As between You and Supplier, You own all data provided by You or that independently collect through Your sites without use of the Network, the Network Platform, or Supplier Tools, subject to the licenses granted under this Agreement; and Supplier owns all Platform Data

6.1 PRIVACY; DATA PROTECTION The provisions below are not intended as legal advice; You are responsible for determining what laws, including data privacy laws, to which You and Your business are subject.

7.1 TERMINATION;

SUSPENSION 7.1 Termination. Either party may terminate this Agreement and Your participation in the Network at any time by providing written notice to the other party. Your removal of Qualifying Links from Your Site alone does not terminate an Engagement or this Agreement.

7.2 Suspension. Supplier may suspend, limit, restrict, condition or deny Your access to or use of all or any part of the Network, the Network Platform, the Supplier Tools, or any Qualifying Links at any time in its sole discretion.



7.3 Termination of Advertiser. Should an Advertiser's participation in the Network end or be suspended, Supplier may terminate or suspend all Qualifying Links with that Advertiser without notice and without obligation or liability to You