

Terms & Conditions

1. General Partner Conditions

1. Acceptance, availability and modification of general conditions in Traffic Bay

The present document contains the General Partner Conditions (from here on out, referred to as “Conditions”) that regulate the relationship between Traffic Bay LLC (from here on out, referred to as Traffic Bay) located at Las Vegas, NV 89178, USA and the partners and users of Traffic Bay services (from here on out referred to as “Partner”).

Traffic Bay reserves the right to modify (for justified reasons such as updating the document to reflect updated legislation, evolution of processes or changes in the services offered, or the terms and clauses present in these Conditions). Traffic Bay will be obliged to inform of modifications to the Conditions through the URL of terms or by email as soon as possible. If you have questions you should first contact us through email support@traffbay.com

2. The Service

2.1. Traffic Bay provides you an opportunity to take part in our Service and Program by placing its Ads on web pages of publishers registered in Traffic Bay Traffic Agency. Traffic Bay will monitor, track and report its Services in an order and on a schedule as determined by Traffic Bay.

2.2. In order to become an Advertiser or a Publisher you must first correctly submit an application for Traffic Bay account at our website and be in compliance with present Agreement (in case of using Self-service) or register yourself as an Advertiser or a Publisher by contacting Traffic Bay directly (in case of using Managed service) for acceptance, and not use any aliases or other means to mask your true identity or contact information. After we review your application, we will notify of your acceptance or rejection as Traffic Bay Advertiser or Publisher. We may accept or reject your account registration at any time at our sole discretion for any reason. Traffic Bay can add, edit, remove or reclaim any account details (including your submissions) with or without your consent if deemed appropriate at Traffic Bay discretion.

2.3. By filing your account application or registering as an Advertiser or a Publisher you confirm your understanding and unreserved acceptance of present Agreement and terms and conditions of Traffic Bay, including, but not limited to, the Privacy Policy, published at our website concerning the Services, and confirm You are a duly authorized signatory, has full legal capacity and all the necessary authority to bind the individual, company or other entity, and hereby submitting a legally binding electronic signature and entering into a legally binding contract.

2.4. Traffic Bay has the following Non Acceptable Business rules for Advertisers and Publishers:

Where there are known or assumed links to terrorist organizations, military, arms and/or ammunition manufacture or sales;

Where there is knowledge or suspicion of money laundering or terrorist financing;

Gambling and Adult, Alcohol, Tobacco Ads, Adult Content Ads, Online Gambling Ads ads are non-acceptable;

Where it is known or there are reasonable grounds for suspicion that a criminal offence has taken place;

Where the client or any of the clients associated parties are subject to any sanctions measures;

Where the client is undertaking an activity or trade within, from or into a country where that activity is subject to embargo and/or trade control restrictions;

Producers/publishers of racist/pressure group material or extreme political propaganda;

Regulated elements that do not have the appropriate licensing;

Extreme political and/or charitable organizations

2.5. There are the following methods of using the Service available – Self-Service or Managed service.

Self-Service means that all Services and ad campaigns should be provided through Advertisers account in Program. Traffic Bay support team may render assistance upon your request, however, all the actions or modifications made through your account shall be deemed made only by You.

Managed service assumes that assistance of using the Services and Program shall be provided by Traffic Bay officers.

2.6. You may not transfer your account to anyone without clear written permission of Traffic Bay and you may not use anyone else's account or password at any time without the special permission and consent of the holder of that account. Traffic Bay cannot and will not be responsible for any loss or damage arising from your failure to comply with these obligations.

2.7. Traffic Bay will realize, monitor, track and report an agreed campaign. Besides, Traffic Bay will inform if and when errors have occurred in a Campaign in order to fix such errors so that such Campaign can be carried out as agreed on. Traffic Bay will also, at its sole discretion, provide support and advice on a Campaign during the term of this Agreement.

2.8. Traffic Bay doesn't guarantee:

(I) the placement, positioning or the timing of delivery of any Ad, or (II) the number (if any) of any impressions, publications, conversions or clicks on any Ad on any Traffic Bay Traffic Agency Property

3. User registration obligations

3.1. In consideration of your use of the Traffic Bay Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving the Traffic Bay Services under the laws of the applicable jurisdiction.

3.2. As a condition to using Services, you need to register with Traffic Bay and receive a password and username (Traffic Bay User ID). You must provide Traffic Bay with correct, full and updated registration information. Failure to do so is a violation of the Terms of Service, which may result in immediate termination of your Traffic Bay account.

4. Publisher statistics and payments

4.1. Provided statistical reports and displayed data can be changed in Traffic Bay on sole discretion.

4.2. All payments are based on Traffic Bay statistics unless otherwise mentioned in the Insertion Order (the "IO").

4.3. Traffic Bay can place the payments on hold in case of any suspicions in deceptive activity.

4.4. Payment Frequency:

Publisher can request a payment three times during first month of work;

Further payments are issued once a month, Net 30;

4.5. \$50 is our minimum payout cumulatively meaning that if you do not reach your minimum payment the balance will accrue for the next period until you reach the \$50 minimum.

5. Advertiser rules and obligations

If the Partner is not satisfied with the quality of traffic received within a day, Traffic Bay agrees to allow chargeback from the Advertiser's Party. When the cooperation lasts more than one day without any grievances regarding traffic quality, Advertiser must pay the sum in full for the whole period of working without any recalculations and chargebacks. Traffic Bay provides tools for blocking improper traffic sources. Advertiser, for its part, should present a list of inappropriate sources to be added to the block list.

In this regard, Traffic Bay doesn't allow any recalculations or non-payments from Advertiser's Party. Traffic Bay will not carry responsibility for complaints received from the 3rd Party. Advertiser will take over losses suffered as a result of chargebacks and non-payments from the 3rd Party.

6. Confidentiality & privacy policy

6.1. You agree not to disclose Traffic Bay Confidential Information without Traffic Bay prior written permission. Traffic Bay Confidential Information includes without limitation:

all Traffic Bay software, technology, programming, specifications, materials, guidelines, and documentation;

click-through rates or other statistics relating to Traffic Bay and this Agreement;

any other information designated in writing by Traffic Bay as "Confidential" or an equivalent designation.

6.2. Traffic Bay Confidential Information doesn't include information that has become publicly known through no breach by You or Traffic Bay, or information that has been:

separately developed without access to Traffic Bay Confidential Information, as evidenced in writing;

lawfully received by You from a third party;

or required to be disclosed by law or by a governmental authority.

7. Respect of other Internet users

The Users and Traffic Bay agree to respect the rights of other Internet users (whether they use the Traffic Bay Services or not), be polite to each other, follow the code of ethics and the traditions of Internet use, and agree not to use Traffic Bay Services with the aim to abuse morals and/or ethics in any way.

8. Termination

8.1. Company can cease this Agreement and to refuse access to services to any Publisher or Advertiser at any time at its sole discretion. Traffic Bay will make reasonable efforts to notify of any such termination by e-mail within a reasonable period of time.

8.2. Termination of this Agreement can be initiated after Your written request and will be executed within 30 days after Traffic Bay confirmation.

9. Force majeure

Neither Party will be responsible to the other by reason of failure or delay in the performance of its obligations hereunder on account of fires, storms, war, governmental action, labor conditions, earthquakes, natural disasters, interruption in internet service or any other cause which is beyond the reasonable control of such Party.

10. Confidentiality

10.1. You agree not to disclose Traffic Bay confidential information without Traffic Bay prior written agreement. Confidential information includes without limitation: product information, data, statistics, pricing, financial information, software, specifications, research and development and proprietary algorithms or other materials.

10.2. The Parties agree that if disclosure is made to their professional advisors, auditors or bankers this will be done subject to each Party procuring each such recipient's agreement to keep such information confidential to the same extent as if such recipient were Party to this agreement.

10.3. The aforementioned obligations will not spread to any information to the extent that the Receiving Party can demonstrate that such information:

was at the time of disclosure or, to the extent that such information thereafter becomes through no fault of the Receiving Party, a part of the public domain by publication or otherwise;

was already properly and lawfully in the Receiving Party's possession at the time it was received by the Receiving Party free from any obligation of confidentiality;

was or is lawfully received by the Receiving Party from a third Party who was under no obligation of confidentiality to the Disclosing Party with respect thereto;

is independently developed by the Receiving Party or its independent contractors who did not have access to the Disclosing Party's Confidential Information;

express written permission has been given prior to disclosure.

10.4. If the Receiving Party is required to disclose Confidential Information in accordance with judicial or regulatory or governmental order or requirement, or any tax authority to which that Party is subject or submits, wherever situated, whether or not the requirement for information has the force of law the Receiving Party will promptly notify the Disclosing Party in order to allow such Party to contest the order or requirement or seek confidential treatment for such information.

11. Indemnification

Advertiser agrees to repair the damage and hold Traffic Bay, its affiliates, subsidiaries, successors and assigns harmless from any and all claims, actions, judgments or liabilities arising out of or in connection with Advertiser's Campaign, any breach of this Agreement by Advertiser and/or of any representation, guarantee or agreement in this Agreement.

12. Assignment, governing law and jurisdiction

12.1. Traffic Bay may assign this Agreement to a subsidiary or business successor. You may not assign this Agreement without the prior written permission of Traffic Bay, which cannot be unreasonably withheld.

12.2. This Agreement and any debate or complaint (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law.

13. Refund Policy

13.1. Refund can be realized only upon written request with the reasons for it sent to support@traffbay.com. If Ad campaign cannot be launched due to reasons included but not limited to noncompliance of the advertising materials with the requirements of current legislation, unacceptable quality and/or content of the creative, other reasons deemed applicable by Traffic Bay officer.

13.2. Refund will be made in the amount of the funds unused. The sum must be calculated based on reporting system of Traffic Bay. All funds credited to the account of the Advertiser within the frame of participation in bonus programs or similar actions of Traffic Bay are non-refundable.

13.3. All funds credited to the account of the Advertiser within the frame of participation in bonus programs or similar actions of Traffic Bay are non-refundable.

13.4. A request will be accepted only in case it has been sent from the email used for Advertiser's Account registration.

13.5. Advertiser has 180 days from the moment of payment to request for a refund.

13.6. The refund may be credited back to the same payment details that were used for a payment proceeding.

13.7. The refund request will be sent within 15 business days from the date of the request.

13.8. Refund is not acceptable in case the Advertiser breach terms and conditions of the present Agreement.

13.9. All processing fees for any refunded monies are to be paid by the Advertiser.