

## FIVERR AFFILIATE AGREEMENT

To participate in the Fiverr Affiliate program, you must agree to the following:

This Affiliate Agreement (the "**Agreement**") contains the complete terms and conditions between Fiverr, and You, regarding your application to participate as an affiliate of Fiverr ("**Affiliate**"), and the establishment of links from your website to our websites, Fiverr.com and its sub domains and services.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE FIVERR AFFILIATE PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

### 1. Fiverr's Affiliate Agreement Definitions

- 1.1. "**We**", "**Our**", "**Us**", "**Fiverr**" means Fiverr International Ltd. and its affiliates.
- 1.2. "**You**", "**Your**" and "**Affiliate(s)**" means the business, individual or entity applying for participation in the Fiverr Affiliate Program, or that displays Our products, services and/or promotions on its website and/or through offline representation through the affiliate tracking code in exchange for receiving remuneration from Fiverr for sales resulting from such display.
- 1.3. "**Affiliate Program**" means Fiverr's Affiliate program available on our website at: <https://fiverraffiliates.com>
- 1.4. "**Affiliate Site**" means the Affiliate's Internet site which displays Fiverr services and/or promotions.
- 1.5. "**AND CO**" means the AND CO from Fiverr service platform available at: <https://www.and.co/>
- 1.6. "**Fiverr Gigs**" means products and services that are available for purchase through Fiverr.com.
- 1.7. "**Canceled Purchase**" means any purchase refunded, canceled, suspended or subject to chargeback.
- 1.8. "**Commission Fees**" or "**Commissions**" - Under the Affiliate Program, subject to the terms hereof, you will be paid a Commission Fee for each Qualified Purchase by a Referred User that you directly referred to Fiverr under and in accordance with this Agreement.
- 1.9. "**Fiverr Marks**" means, without limitation, Fiverr's trademarks, trade names, logos, copyrights, service marks, corporate names, and any other distinctive name or brand related to Fiverr, whether registered or not.
- 1.10. "**Fiverr Sites**" means [www.Fiverr.com](http://www.Fiverr.com), [www.and.co](http://www.and.co), their sub domains and/or any other website as may be added by Fiverr, at its sole discretion from time to time.
- 1.11. "**Fraudulent Traffic**" – means any deposits or traffic generated at the Affiliate Site through illegal means or in bad faith to defraud Fiverr, regardless of whether or not it actually causes harm to Fiverr. Fraudulent Traffic includes but is not limited to spam, false advertising, deposits generated by stolen credit cards, collusion, manipulation of the services, system, bonuses or promotions not approved by Fiverr, offers to share the Affiliate Fee, directly or indirectly, with user and any other unauthorized use of any third party accounts, copyrights or trademarks.

- 1.12. **"Intellectual Property Rights" or "IPR"** means without limitation copyrights, trademark rights, patent rights, trade secrets, moral rights, right of publicity, author's right, contract and licensing rights, goodwill and all other intellectual property rights as may exist now/or hereafter come into existence and all renewals and extensions thereof, regardless such rights arise under the laws of the state of Israel or any other state, court and jurisdiction.
- 1.13. **"Prohibited Activity"** means any activity that involves, facilitates, advocates or promotes one or more of the following: (a) discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age, national origin or disability; (b) libelous, defamatory, obscene, pornographic, sexually explicit or abusive activities; (c) gambling or illegal substances; (d) sedition or illegal activities; (e) false or misleading advertising; or (e) a conflict or violation of any law, rule, regulation or any intellectual property or other rights of any person, party or entity.
- 1.14. **"Qualified Purchase"** means a purchase made by a Referred User of either a Fiverr Gig, an online course on the Learn from Fiverr platform and/or any paid AND CO subscription, provided that such purchase meets the criteria set forth in Section 4 hereof. Any purchase refunded, canceled, suspended or subject to chargeback will not be qualified as a Qualified Purchase, and shall be referred to as "Canceled Purchase".
- 1.15. **"Referred User"** means each new and unique User referred directly from Affiliate through a Link (defined in Section 2 below) provided by or approved by Us, which meets the criteria set forth in Section 4 hereof, who has opened an account on the Fiverr Site and/or purchased a paid AND CO subscription (Pro).
- 1.16. **"Registration Form"** means any and all order forms for enrollment, registration forms, or other signup or acceptance forms (whether online, paper, fax, or otherwise) submitted by You in order to enroll into Fiverr's Affiliate Program, or, as applicable, the Referred User to make a Qualified Purchase.
- 1.17. **"Sponsored Link"** means a link offered, created, or displayed for a fee or any commercial arrangement by any internet search engine, portal, sponsored advertising service or other search or referral service which uses search terms or key words to identify, draw attention to or direct internet traffic to an internet site.
- 1.18. **"Term"** means the term of this Agreement as detailed in Section 12 herein.
- 1.19. **"Terms of Service"** means Fiverr's terms of service applicable to all users, as amended from time to time, available at [https://www.fiverr.com/terms\\_of\\_service](https://www.fiverr.com/terms_of_service).
- 1.20. **"Tracking System"** means Fiverr unique and specific tracking mechanism that will allow Affiliate to track the traffic and users which arrive via the Affiliate Activity (including but not limited to the Affiliate Site).

## 2. **Requirements:**

### 2.1 **Enrollment in the Fiverr Affiliate Network**

To begin the enrollment process, you must submit a completed Affiliate Registration Form. The Registration Form can be found at <https://fiverraffiliates.com/login/>. Fiverr has sole discretion whether to approve or reject your enrollment to the Fiverr Affiliate Program.

If We agree to enroll You to Our Affiliate Program, at Our sole discretion, We will make available to You a variety of graphic and textual links (including, among other, links for

referring other affiliates, each of these links sometimes being referred to herein as "**Links**" or, individually, a "**Link**"), which are subject to the terms and conditions hereof. The Links will serve to identify Your site as a member of the Fiverr Affiliate Program and will establish a Link from Your site or e-mail to Ours. In utilizing the Links, You agree that You will cooperate with Us in full in order to establish and maintain such Links.

You also agree that You will display on Your site only those graphic or textual images (indicating a Link) provided by Us or text messages expressly approved in advance and in writing by Fiverr. All Affiliate Sites shall display such graphic and/or textual images prominently in relevant sections of their site. Furthermore, you agree not to use cookie stuffing techniques that set the affiliate tracking cookie without the Referred User's knowledge. Any information regarding Fiverr and its associated brands that is going to be displayed on Your Site must be provided by Us and expressly approved by Us in writing in advance of any display.

- 2.2 All Links may be modified and/or expanded from time to time throughout the term of this Agreement pursuant to the mutual agreement of the parties hereto. You are not allowed to post any refunds, credits or discounts, or other content concerning Fiverr, unless We have given You prior written permission in each instance. Affiliates may only use coupons and discounts that are provided exclusively through the Affiliate Program using banners and links provided by Us. Any violations of the terms surrounding links, coupons, refunds, credits or discounts shall constitute a material breach of this Agreement, and may result in Us terminating your eligibility to be an Affiliate of Fiverr and disqualifying you from the Affiliate program and/or withholding of Your Commissions.

### 3. **Order Processing**

We will process orders placed by Referred Users who followed the Links from your Site to the Fiverr sites. We reserve the right, at our sole discretion, to reject orders that do not comply with all requirements under this Agreement and our Terms of Service. All aspects of order processing and fulfillment, including Fiverr service, cancellation, processing, refunds and payment processing will be Our responsibility. We will track the Qualified Purchases generated by Your Site and will make this information available to you through our affiliate website. To permit accurate tracking, reporting, and Commission accrual, you must ensure that the Links between your Site and our website are properly formatted.

### 4. **Commission Determination**

- 4.1 Under the Affiliate Program, you will be paid a Commission Fee for each Qualified Purchase by a Referred User that you refer to Fiverr in accordance with the terms of this Agreement. Each Referred User and each Qualified Purchase must meet the following criteria (the "**Criteria**"):

- 4.1.1 Each Referred User must be a new and unique visitor to Fiverr and/or AND CO, as applicable.

- 4.1.2 Each affiliate must register by completing and submitting the Registration Form using a valid and unique account and billing information.
- 4.1.3 Commission shall not be paid to the Affiliate for a Referred User that was already tracked through Fiverr's tracking system prior to visiting through the Affiliate.
- 4.1.4 Each Referred User must make a Qualified Purchase, and provide a valid payment for the purchased Fiverr services. To generate a Commission Fee for You, each Referred User must be an active, qualified User of Fiverr and/or AND CO and must be up-to-date in all payments at the time the Commission Fees are processed, and not have been subject to a refund, credit, cancellation, suspension or chargeback (these purchases shall be deducted from the Commission Fee as further detailed in Section 4.2.1 below).
- 4.1.5 Each Referred User must sign up in a manner, which in Our sole judgment, definitively establishes that the Referred User was referred for the first time directly from You to Fiverr under this Agreement based on our Tracking System.
- 4.1.6 Each Referred User must remain in compliance with our Terms and Service, and all applicable policies and guidelines of Fiverr that are applicable at the time the Commission Fees are processed.
- 4.1.7 Commission Fees may not be paid for the Qualified Purchase if the Referred User received a refund or credit from the Affiliate.
- 4.1.8 Fiverr reserves the right to withhold initial Commission Fees for Affiliates who are new to the Affiliate program, or who have commissions that are potentially fraudulent as determined by Fiverr in its sole discretion, in order to determine the legitimacy and cancellation rates of Referred Users.
- 4.1.9 Fiverr reserves the right to suspend payment of Commission Fees at any time and indefinitely, if it suspects fraud or Fraudulent Traffic, improper activity or a potential breach of any of the terms in this Agreement by the Affiliate or a Referred User(s). Fiverr reserves the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable, and cancelled Fiverr / And CO purchases. Where no subsequent Commission Fee is due and owing, Fiverr will send Affiliate a bill for the balance of such Commission set off upon termination of the Affiliate Program or termination of the Referred User.
- 4.1.10 Fiverr, in its sole discretion, reserves the right to withhold indefinitely any Commission Fee, and/or to reverse, deny or reject any Commission Fee, and/or to deny or reject any Affiliate account, and/or terminate this Agreement immediately, for:
  - (i) Any account/sale which has not been in an approved status in good standing as an account of Fiverr for a period of at least thirty (30) days.
  - (ii) All commissions generated for accounts that may be subject to Fraudulent Traffic.
  - (iii) Any orders deemed to be fraudulent or for which We see a pattern of potentially fraudulent activity, including, without limitation, where there are multiple accounts from the same User, or referral of accounts which do not comply with this Agreement.
  - (iv) Altering Our Links in any way.

- (v) Affiliates whom we believe may be artificially submitting Referred Users or charging double commissions, using false advertising, using marketing practices that we deem to be unethical or likely to attract fraudulent signups and/or signups with a very low likelihood of renewal.
- (vi) Any direct referral to Fiverr Site, or the use of "Fiverr" as a key-word in search engines, including, without limitations, Google, Bing, Yahoo etc.
- (vii) Any use of misleading sites, or accounts in social media.

#### 4.2 **Commission Fee Accrual and Payments**

4.2.1 Subject to the terms of this Agreement, We will pay a Commission Fee equal to the specified percentage or dollar amount in accordance with the Commission Plan with respect to Qualified Purchases, less any Canceled Purchases. Commission Fees will be processed 30 days after the end of the month in which they accrued as set forth below, provided that Affiliate issues an invoice within 10 days from the end of that calendar month.

4.2.2 Commissions will accrue and only become payable once (i) you provide all relevant tax and address information pursuant to Section 6 below; and (ii) Commissions accrued to a minimum of \$100 (the "**Commission Threshold**") based on the commission rates stated on Fiverr Tracking System.

#### 4.2.3 **Commission Plan**

The Fiverr Affiliates program offers Commissions of up to \$150 for every Qualified Purchase, as described in the Commission Plan, available at: <https://affiliates.fiverr.com/commission-plan/>

Fiverr reserves the right to change the above commission table at any time. Please see Section 7 regarding Referred Affiliates, which may entitle you to additional "Sub Affiliate" commissions.

**And Co Affiliate Commissions:** Regardless of the Commission Plan with respect to the purchase of Fiverr Gigs, Affiliates will be entitled to receive additional Commissions for Qualified Purchases made by their Referred Users of AND CO Pro paid subscriptions. The Commission rate shall be as follows: 25% of monthly membership fees during the first subscription year or 30% of annual membership fees (if paid annually), also for the first year only. The And Co commissions shall be paid to Affiliate under the terms of this Section 4, and subject to all other terms and conditions in this Agreement.

#### 4.2.4 **Payment Forms/Types**

4.2.4.1 Commission Fees shall be paid based on the current information in Your Affiliate profile. It is your responsibility to notify us promptly of any change in your address by updating Your profile information.

4.2.4.2 Payment shall be made within 30 days of the end of the applicable calendar months for Commission due for such month.

5. **Disputes:** Affiliate has access to Fiverr's real-time Affiliate Program statistics and activity and specifically agrees to file any tracking or commission disputes as well as any other disputes and discrepancies within 10 days after the end of the month in which the sale or event that is disputed occurred. Disputes filed after more than 10 days of the date on which the Qualified Purchase occurred will not be accepted by Fiverr and Affiliate forfeits forever any rights to a potential claim.

6. **Taxes Address Changes**

6.1 It is Your responsibility to provide Fiverr with accurate tax and payment information that is necessary to issue a Commission Fee to You.

6.2 You are responsible for the payment of all applicable taxes related to the commissions you receive under this Agreement.

6.3 You are responsible for informing Fiverr of changes to postal and e-mail addresses, as well as any changes to your name, email address, contact information, tax identification number, or other personal information that will impact Fiverr's ability to issue a valid Commission payment.

7. **Referred-Affiliates**

Subject to the Fiverr's acceptance, Affiliate may refer third parties that were not already registered as Fiverr affiliates (each, a "**Referred Affiliate**") by using a dedicated link provided by Fiverr for this purpose (the "**Sub Affiliate Link**"). The registration of a Referred Affiliate is subject to such Referred Affiliate accepting the Fiverr Affiliate Agreement and, upon registering, using the Sub Affiliate Link.

*Referred-Affiliate Commission:* Affiliates will be entitled to a commission of 10% of the revenue earned by each Referred Affiliate. Such commission shall be paid to Affiliate under the terms of Section 4 above, and subject to all other terms and conditions in this Agreement.

8. **Obligations Regarding Your Site**

You will be solely responsible for the development, operation, and maintenance of Your site and for all materials that appear on Your site. Such responsibilities include, but are not limited to, the technical operation of Your site and all related equipment; content, descriptions, and references on Your site and linking those descriptions to Our website; the accuracy and propriety of materials posted on Your site (including, but not limited to, all materials related to Fiverr Gigs); ensuring that materials posted on Your site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. We disclaim all liability and responsibility for such matters and You shall indemnify Us for any and all claims, losses, suits, demands liabilities, costs or expenses howsoever arising due to any misappropriation, infringement of a third party right or violation of any of your undertaking or warranties set forth in this Section 7.

You further represent, warrant, covenant and agree that You will not use the Fiverr Gigs or Our website to engage in or promote any Prohibited Activity and undertake to comply

will all state and federal laws, rules and regulation applicable to the operation of Your business.

9. **Fiverr Responsibilities**

We will be responsible for providing all information necessary to allow You to make appropriate Links from Your site to Our site. Fiverr will be solely responsible for order processing of orders/Qualified Purchases placed by a Referred User following a Link from Your site, including but not limited to payment processing, cancellations, refunds and related Fiverr service. Fiverr shall also be responsible for tracking the volume and amount of Qualified Purchases generated by Your site, and for providing information to Affiliates regarding Qualified Purchases statistics.

10. **Policies and Pricing**

Referred Users who purchase Fiverr Gigs through the Affiliate Network will be deemed to be Our Users. Accordingly, all of Our rules, policies, and operating procedures concerning Fiverr orders, Fiverr service, and Fiverr Gigs sales will apply to those Users.

11. **E-mails and Publicity**

11.1 You shall not create, publish, transmit or distribute, under any circumstances, any bulk electronic mail messages (also known as "SPAM"). Any email communication sent will be coordinated in writing with Fiverr including dates and amounts of emails to be sent. Fiverr, in its sole discretion, reserves the right to reject each and every electronic mailing suggestion. The content of any e-mail message shall be subject to Section 11 below. Additionally, You may only send e-mails containing a Fiverr Affiliate link and or a message regarding Fiverr or Fiverr's Affiliate Program to person(s) who have been previously contacted and whom consented to receipt of e-mails from containing Fiverr information or information about the Fiverr Affiliate program. Failure by You to abide by this section, CAN-SPAM Act of 2003 or our Anti-Spam Policy, in any manner, will be deemed a material breach of this Agreement by You and foreclose any and all rights you may have to any commissions. In addition, if your account has excessive clicks in a very short period of time as determined by Fiverr in its sole discretion, the Affiliate relationship may be terminated.

11.2 Compliance with the FTC's Endorsement Guidelines: In all public postings and advertising materials related to the Fiverr Sites and/or the Link (including the Sub Affiliate Link), you will comply with the Federal Trade Commission's Revised Endorsement and Testimonial Guides, which can be found here:

<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>

In this regard, you commit, without derogating from any other guideline, to disclose your relationship with Fiverr clearly and conspicuously on your Affiliate Site and maintain such disclosure visible near the Link, wherever it is published.

12. **Licenses and Use of the Fiverr Marks.**

- 12.1 Subject to the limitations set forth in Section 2 above and otherwise in this Agreement, we grant you a non-exclusive, non-transferable, revocable limited license to (i) access the Fiverr Site through the Links solely in accordance with the terms of this Agreement; and (ii) solely in connection with such Links, to use the Fiverr Marks (but only in the form(s) that they are provided by Us), for the sole purpose of promoting Fiverr Gigs and/or Fiverr Site, and as approved in advance by Us. You may not alter, modify, or change the Fiverr Marks in any way.
- 12.2 You shall not make any specific use of any Fiverr Marks for purposes other than promoting Fiverr Gigs and/or Fiverr Site, without first submitting a sample to Us and obtaining the express prior written consent of Your Fiverr account executive, which consent shall not be unreasonably withheld. You agree not to use the Fiverr Marks in any manner that is disparaging or that otherwise portrays Fiverr, any hosted member of Fiverr or any Fiverr employee or representative in a negative light. We reserve all of Our rights in the Fiverr Marks and of Our other proprietary rights. We may revoke Your license at any time, by giving You written notice. If not revoked, this license shall terminate upon expiration or termination of this Agreement.
- 12.3 You grant to Us a non-exclusive, royalty free, worldwide license to utilize Your names, titles, and logos, as the same may be amended from time to time (the "Affiliate Trademarks"), to advertise, market, promote, and publicize in any manner Our rights hereunder; provided, however, that We shall not be required to so advertise, market, promote, or publicize the Affiliate Trademarks. This license shall terminate upon the expiration or termination of this Agreement.

13. **Term and Termination**

- 13.1 The Term of this Agreement will commence upon Our acceptance of Your application to enroll to our Affiliate Program and acceptance of Your Registration Form and will end when terminated by either party. Notwithstanding section 4.1.10 above, either You or Fiverr may terminate this Agreement at any time, with or without cause, upon a 14 days' prior written notice. You are only eligible to earn Commission Fees on Qualified Purchases occurring during the Term, and Commission Fees earned through the date of termination will remain payable only if the orders for the related Fiverr Gigs are not cancelled and comply with all Terms stipulated in this Agreement. We may withhold Your final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Users are legitimate as determined by Fiverr in its sole discretion.
- 13.2 Any Affiliate who violates either this Agreement or Fiverr's Terms of Service will immediately forfeit any right to any and all accrued Commissions Fees and will be removed from the Fiverr Affiliate Program.
- 13.3 Fiverr reserves the right to remove an Affiliate from the Affiliate Program, and to terminate or suspend this Agreement, at any time for any reason, in Fiverr's sole discretion.



13.4 Without limitation, Affiliate's participation in the Program, and this Agreement, shall be deemed automatically terminated and all commissions forfeited upon Affiliate's violation of any of the terms of this Agreement, Fiverr's Terms of Service or of any applicable law or regulation.

14. **Modification**

We may modify any of the terms and conditions contained in this Agreement at any time in Our sole discretion. Such modifications shall take effect when posted on Our site. Fiverr, in its sole discretion, reserves the right to notify You by e-mail and further reserves the right to withhold notification of any changes made to this Agreement.

15. **Disclaimers**

15.1 Fiverr makes no express or implied warranties or representations with respect to the Affiliate Program, the Fiverr Site or any Fiverr Gigs sold through the Affiliate Program (including, without limitation, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). In addition, We make no representation that the operation of the Fiverr Site will be uninterrupted or error free, and We will not be liable for the consequences of any interruptions or errors, including the tracking of information about Referred Users during the period of interruption. YOU USE OUR SITE, THE PROGRAM AND OUR SERVICES AT YOUR SOLE RISK AND AT YOUR OWN FREE WILL. FIVERR'S CONTENT IS BASED ON USER GENERATED CONTENT AND FIVERR MAKES NO REPRESENTATIONS AS TO ANY OF THE INFORMATION FOUND ON THE FIVERR SITE. THE AFFILIATE PROGRAM AND OUR GIGS, AS WELL AS ALL MATERIALS ON FIVERR'S SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. WE DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE FIVERR SITES AND/OR SERVICES.

15.2 YOU ACKNOWLEDGE THAT FIVERR IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE PROGRAM, OUR SERVICE OR THE FIVERR SITE AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FIVERR MAKES NO WARRANTY AND DISCLAIMS ALL LIABILITY REGARDING THE COMPLETENESS, ACCURACY, CONSISTENCY OR SECURITY OF THE FIVERR SITE AND THE FIVERR GIGS. WE ARE NOT RESPONSIBLE OR LIABLE FOR HARM THAT RESULTS FROM YOUR ENROLLMENT TO THE AFFILAITE PROGRAM, OR USE OF THE FIVERR SITE OR ANY SERVICE PROVIDED THEREIN.

15.3 Should the materials or services provided prove defective and/or cause any damage to equipment or any loss or inconvenience to the Affiliate or anyone claiming through the Affiliate, the Affiliate assumes the entire cost and liability for such damage or loss.

16. **Limitation of Liability**

FIVERR, ITS SUBSIDIARIES AND ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS OR SUPPLIERS WILL NOT, UNDER ANY CIRCUMSTANCE, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, FIVERR ITS SUBSIDIARIES AND ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS OR SUPPLIERS WILL NOT BE HELD LIABLE FOR ANY LOSSES OF ANY KIND THAT MAY RESULT DUE TO DOWNTIME AND/OR THE AVAILABILITY OF THE FIVERR SITE OR THE AFFILIATE PROGRAM AND/OR ANY OTHER THRID PARTY DOWN TIME.

FIVERR'S AGGREGATE TOTAL LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE AFFILIATE PROGRAM WILL NOT EXCEED IN ANY EVENT THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

17. **Relationship of the Parties**

You and Fiverr are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on Our behalf. You will not make any statement, whether on Your site or otherwise, that reasonably would contradict anything in this Section.

18. **Representations and Warranties**

You hereby undertake, represent and warrant to us as follows:

- (i) This Agreement has been duly and validly executed and accepted by You and constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with its terms.
- (ii) The execution and performance by You of this Agreement and the consummation by You of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provision of law, rule, or regulation to which You are subject, (ii) any order, judgment, or decree applicable to You or binding upon Your assets or properties, (iii) any provision of Your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to You or binding upon Your assets or properties.
- (iii) You are the sole and exclusive owner of the Affiliate Trademarks and have the right and power to grant to Us the license to use Your trademarks in the manner contemplated herein, and such grant does not and will not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to You or binding upon Your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity.
- (iv) No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by

You in connection with the execution, delivery, and performance of this Agreement or the taking by You of any other action contemplated hereby.

- (v) There is no pending or, to the best of Your knowledge, threatened claim, action, or proceeding against You, or any Affiliate of Yours, with respect to the execution, delivery, or consummation of this Agreement, or with respect to Your trademarks, and, to the best of Your knowledge, there is no basis for any such claim, action, or proceeding.
- (vi) During the term of the Agreement, You will not include in Your site content that is, in Our opinion, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethically, or otherwise objectionable or are in violation of Our Terms of Service or Acceptable Use Policy.
- (vii) You are at least eighteen (18) years of age.
- (viii) You are not engaged in any Prohibited Activity.
- (ix) Each Referred User and each Qualifying Purchase referred or submitted by You to Us, is valid, genuine, unique and not fraudulent and meets each of the Criteria for generating a Commission Fee as provided in this Agreement.
- (x) You shall not use, procure, bid on or otherwise arrange for a sponsored Link which uses or includes any of the Fiverr Marks.
- (xi) You undertake, directly and in any indirect manner, not to register, procure or use any Internet domain name that includes any of the Fiverr Marks or any variations or names similar to any of the Fiverr Marks.

19. **Indemnification**

You hereby agree to indemnify and hold harmless Us and Our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that Our use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by You herein, (iii) any claim related to Your site, including, without limitation, its development, operation, maintenance and content therein not attributable to Us or (iv) Affiliate engaging in any Prohibited Activity.

20. **Confidentiality**

Each of the parties here to agrees that all information including, without limitation, the terms of this Agreement, business and financial information, Fiverr and vendor lists, and pricing and sales information, shall remain strictly confidential and shall not be utilized for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party any obligation of confidentiality to the discloser

hereunder. Notwithstanding the foregoing, each party is hereby authorized to deliver the copy of any such information (a) to any person pursuant to a valid subpoena or order issued by any court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation, the Securities Exchange Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

21. **Independent Investigation**

Your application submission acknowledges that you have read this agreement and agree to be bound by all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit Fiverr relationships on terms that may differ from those contained in this agreement. we may also solicit Fiverr relationships with entities that operate websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in the Fiverr Affiliate Program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

22. **Governing Law**

The laws of the State of Israel will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the courts located in Tel Aviv and You irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without Our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce Your strict performance of any provision of this Agreement will not constitute a waiver of Our right to subsequently enforce such a provision or any other provision of this Agreement.

I INDICATE MY APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME AN AFFILIATE UNDER THESE TERMS AND CONDITIONS BY COMPLETING AND SUBMITTING THE AFFILIATE PROGRAM SIGNUP FORM.