Definitions

1.1. For purposes of these Monetization Terms and Conditions ("Monetization Terms"), the following capitalized terms shall have the following meanings. All undefined capitalized terms shall have the meaning ascribed to such terms in the Agreement.

1.2. “Click Fraud” means opens and clicks that are incentivized or generated from automated bots or other mechanized systems designed to emulate human traffic.

1.3. “RevenueStripe” means PowerInbox’s proprietary third party ad serving platform.

1.4. “Revenue” means amounts paid to PowerInbox by advertisers for ad units included in Publisher emails minus fees which may include the total amount of credit card processing fees, bad debt, charge-backs, deductions, reversals, pass-through costs, taxes, VAT or credits and refunds to advertisers.

1.5. “Share Revenue” means, with respect to each calendar month during the Term (as defined below), the total Revenue actually received by PowerInbox from Publisher’s emails that contain RevenueStripe. The Share Revenue shall not include any opens and clicks which classified as Click Fraud.

Payment Terms

2.1. Publisher shall be entitled to its portion of the Share Revenue as determined by PowerInbox or as specially agreed upon in a separate written Publisher Agreement (“Publisher Payment”).

2.2. Publisher Payments will be made 60 days after the close of the previous month. PowerInbox shall make the payment based on the information in PowerInbox’s internal system.

2.3. Publisher shall have the right to receive payments within 4 business days from the beginning of each month for the previous month’s Share Revenue, subject to provision of a notice to PowerInbox by the 25th of the previous month (“Early Payment”) – Early Payments shall be subject to an Early Payment Fee.

2.4. The Publisher must provide the appropriate information for the remittance of funds (e.g., tax forms and banking details) through the Billing tab in PowerInbox’s internal portal for allowing payments under this Agreement.

2.5. Publisher shall be solely responsible for the completeness and accuracy of payment information and methods provided by Publisher representatives.

2.6. Balances under $50 will be carried forward to the subsequent month.

Termination

Either Party can terminate the services provided under Appendix A – Backfill Terms & Conditions for any reason with a 72 hour written notice to the other party, in case of notice to PowerInbox, including via email to its PowerInbox contact person.